

REGULAR MEETING OF THE CITY OF ALVARADO CITY COUNCIL
104 W. COLLEGE
JUNE 20, 2022
6:30 PM

AGENDA

The City Council of the City of Alvarado will meet in a Regular Called Session on June 20, 2022 at 6:30 p.m. in the Council Chambers at City Hall for the following agenda items.

CALL TO ORDER - Roll Call

INVOCATION

PLEDGE OF ALLEGIANCE

CITIZEN PARTICIPATION AND PUBLIC INPUT:

This is an opportunity for citizens to address the City Council on any matter. The presiding officer may ask for the citizen to hold his or her comment on an agenda item until that agenda item is reached. The City Council has no obligation to respond in any matter to comments or questions from the public. Any response from a member of the City Council to comments related to items not on the agenda is limited to a statement of specific factual information, a recitation of existing policy, or direction to staff to place the subject on the agenda for future City Council meeting.

CONSENT AGENDA:

1. Consideration and action regarding the June 6, 2022 City Council Special Meeting minutes.
2. Consideration and action regarding Resolution R2022-013 of the City Council of the City of Alvarado, Texas designating certain positions as authorized signatories for all city accounts maintained by First Financial Bank of Alvarado, and establishing an effective date.

NEW BUSINESS:

3. Consideration and action to award the Waste Water Treatment Plant contract. (DeBuff)
4. Consideration and action regarding the approval of embedded planning services agreement. (DeBuff)
5. Consideration and action regarding the approval of Water Impact Fees Project: closing water loop on Highway 67. (Dwiggins)
6. Discuss stop sign placement. (Dwiggins)

Regular City Council Meeting Agenda

June 20, 2022

Page 2

7. Consideration and action regarding the approval of Ordinance No.2022-008: rate increase for solid waste collection.(Dwiggins)
8. Consideration and action regarding renewal of Medical, Dental, Vision, Hearing and Life Insurance benefits for the period of August 1, 2022 to July 31, 2023. (Hardison)
9. Consideration and action regarding annexation for an approximately 38.217-acre tract of land situated in the WILLIAM HICKMAN SURVEY, Abstract No. 327 Page 2 deed to Southwestern Gas Pipeline, Inc., as recorded in Instrument No. 201100030357, Official Public Records, Johnson County, Texas and for an approximately 176.983-acre tract of land situated in the WILLIAM HICKMAN SURVEY, Abstract 327, in Johnson County, Texas, and being all of the same tract of land described in deed to Southwestern Gas Pipeline, Inc., as recorded in Instrument No. 201100030357 , Official Public Records, Johnson County, Texas, generally located on the North side of E. US Highway 67 and between County Road 207 and County Road 209, in Alvarado, Johnson County, Texas. (Moline - Lennar Annexation)
10. Consideration and action regarding annexation for A TRACT OF LAND OF 174.77 ACRES SITUATED IN THE ROBERT BELL SURVEY, ABSTRACT NO. 44, THE ANDREW SPIVA SURVEY, ABSTRACT NO. 770, AND THE ANDREW J. PATTON SURVEY, ABSTRACT NO. 684, JOHNSON COUNTY, TEXAS. (Moline - Whisper Park Annexation)
11. Consideration and action regarding acceptance of a petition for the creation of the Alvarado 215 Public Improvement District. (Moline- Lennar PID)
12. Consideration and action regarding acceptance of a petition for the creation of the Eagle Glen North Public Improvement District (Moline- Eagle Glen North PID)
13. Consideration and action regarding approval of Resolution R2022-014; setting a public hearing under Sec. 372.009 of the Texas Local Government Code for the creation of Alvarado 215 Public Improvement District within the corporate limits of the City of Alvarado, Texas; authorizing the issuance of notice regarding the public hearing and providing an effective date. (Moline-Lennar PID Public Hearing)
14. Consideration and action regarding approval of Resolution 2022-014; setting a public hearing under Sec. 372.009 of the Texas Local Government Code for the creation of Eagle Glen North Public Improvement District within the corporate limits of the City of Alvarado, Texas; authorizing the issuance of notice regarding the public hearing; and providing an effective date. (Moline- Eagle Glen North PID Public Hearing)
15. Hold public hearing and consideration and action regarding Ordinance 2022-007 of the City of Alvarado, Texas, annexing by voluntary petition approximately 76.93 acres in Johnson County, Texas situated generally east of the N. Cummings Drive and County Road 508 intersection and east of County Road 607, into the Corporate limits of the City of Alvarado, Texas. (Lone Oak Tract B

Annexation) (Moline)

16. Consideration and action regarding a final payment securing a contract between the City of Alvarado and Sharptones Productions LLC for Independence Day 2022 entertainment. (DeBuff – Shenandoah)
17. Consideration and action regarding a final payment securing a contract between the City of Alvarado and Pyro Shows of Texas, Inc. for Independence Day 2022 entertainment. (DeBuff – Fireworks)
18. Consideration and action regarding a final payment securing a contract between the City of Alvarado and SoundVision Audio and Lighting for Independence Day 2022 entertainment. (DeBuff – Soundstage)
19. Consideration and action regarding a payment securing a contract between the City of Alvarado and M7 Arena for Independence Day 2022 entertainment. (DeBuff – Independence Day Organizer)

EXECUTIVE SESSION:

Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the City Council may convene in closed session to deliberate regarding the following matters:

20. *§ 551.087. Deliberation regarding Economic Development Negotiations. The City Council may convene in executive session to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the City and with which the City is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described above.*
21. *§ 551.074. Deliberation regarding Personnel Matters. The City Council may convene in executive session to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, including deliberation regarding the following officers or employees:*

A. Fire Marshal

COUNCIL COMMENTS:

Pursuant to LGC Section 551.0415, City Council Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest may include, but not necessarily limited to any of the following:

- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the

person's public office of public employment is not an honorary or salutary recognition for purposes of this subdivision;

- A reminder about an upcoming event organized or sponsored by the governing body;
- Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and
- Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.

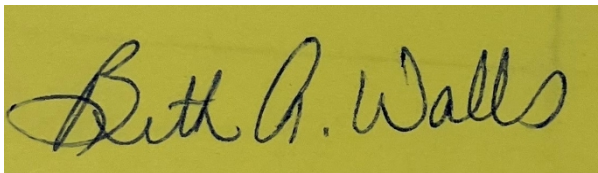
ACCESSIBILITY STATEMENT

The Alvarado City Hall and Council Chamber are wheelchair accessible. The exit and parking ramps are located in the front of the building. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print, are requested to contact the City Secretary's Office at 817-790-3351, FAX: 817-783-7925, e-mail: wallsb@cityofalvarado.org Please call at least two (2) working days prior to the meeting so that appropriate arrangements can be made.

NON-DISCRIMINATION STATEMENT

The City of Alvarado does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

I, the undersigned authority do hereby certify that the above Agenda was posted on the bulletin board in the City Hall of the City of Alvarado, Texas, a place convenient and readily accessible to the general public at all times and said Agenda was posted on June 17, 2022 at 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

A handwritten signature in black ink on a yellow background. The signature reads "Beth A. Walls" in a cursive script.

Beth A Walls, TRMC

Interim City Secretary

CITY OF ALVARADO
County of Johnson
State of Texas
06/06/2022
City Council Minutes.

The City Council of the City of Alvarado met in a Special Called Session on Monday, June 6, 2022 at 6:30 p.m. The following were present for roll call:

Jacob Wheat	Mayor
Lydia Moon	Mayor Pro-Tem
Cherry Bryant	Councilperson
Kevin Thomas	Councilperson
Beverly Short	Councilperson
Scott Arthur	Councilperson

The following were absent for roll call:

Michael Bennett	Councilperson
-----------------	---------------

Others Present:

Paul DeBuff	City Manager
Beth A Walls	Interim City Secretary
Ashley Dierker	City Attorney
Michael Dwiggin	Public Works Director
John Rodgers	Fire Chief
Teddy May	Police Chief
Paula Hardison	Finance Director
Reyth Garcia	Court Clerk
Emile Moline	Planning and Zoning Director

Mayor Jacob Wheat call the meeting to order at 6:48 p.m. and gave the invocation.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Council heard comments regarding the Johnson County Early Settlers Reunion.

CONSENT AGENDA

Motion was made by Mayor Pro-Tem Moon and seconded by Councilmember Thomas to approve the consent agenda as presented. This motion supported five votes in approval and zero votes opposed. Motion carried.

PUBLIC HEARING, CONSIDERATION REGARDING A PROPOSED ZONING CHANGE TO ADOPT A PLANNED DEVELOPMENT ZONING ORDINANCE (pd) FOR AN APPROXIMATELY 128.673-ACRE TRACT OF LAND SITUATED IN THE JOHN M. ROSS SURVEY, ABSTRACT NO. 737.

Mayor Wheat opened the public hearing at 6:35 PM. Information pertaining to the zoning change was provided by Emile Moline. The hearing was declared closed at 6:45 PM. Councilmember Thomas moved to approve the zoning change. Mayor Pro-Tem Moon seconded the motion. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING RESOLUTION 2022-011 OF THE CITY OF ALVARADO, TEXAS ACCEPTING THE PETITION FOR ANNEXATION BY 215 67 ALVARADO LLC. FOR AN APPROXIMATELY 38.217-ACRE TRACT OF LAND SITUATED IN THE WILLIAM HICKMAN SURVEY, ABSTRACT NO. 327, JOHNSON COUNTY, TEXAS.

Mayor Pro-Tem Moon moved to approve the petition for annexation by 215 67 Alvarado LLC. Councilmember Short seconded. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING RESOLUTION 2022-012 OF THE CITY OF ALVARADO, TEXAS ACCEPTING THE PETITION FOR ANNEXATION BY BLOOMFIELD HOMES, LP. FOR A 174.77-ACRE TRACT OF LAND SITUATED IN THE ROBERT BELL SURVEY, ABSTRACT NO. 684, JOHNSON COUNTY, TEXAS.

Motion was made by Councilmember Bryant to approve petition for annexation by Bloomfield Homes, LP and seconded by Mayor Pro-Tem Moon. This motion supported five votes in approval and zero votes opposed. Motion carried.

CONSIDERATION AND ACTION REGARDING AGREEMENT BETWEEN THE CITY OF ALVARADO AND STRATEGIC GOVERNMENT RESOURCES TO PROVIDE ASSISTANCE TO THE FINANCE DEPARTMENT.

Motion to approve the agreement between the City of Alvarado and Strategic Government Resources was made by Councilmember Bryant and seconded by Councilmember Short. This motion supported five votes in approval and zero votes opposed. Motion carried.

PUBLIC HEARING AND CONSIDERATION AND ACTION REGARDING AN ORDINANCE OF THE CITY OF ALVARADO, TEXAS ANNEXING BY VOLUNTARY PETITION APPROXIMATELY 76.3 ACRES IN JOHNSON COUNTY, TEXAS, SITUATED GENERALLY EAST OF THE N. CUMMINGS DRIVE AND COUNT ROAD 508 INTERSECTION AND EAST OF COUNTY ROAD 607, INTO THE CORPORATE LIMITS OF THE CITY OF ALVARADO, TEXAS. (LONE OAK TRACT B ANNEXATION)

Hearing was continued to the next council meeting with no action taken.

There being no further business, the Mayor adjourned the meeting at 6:46 p.m.

Passed and approved this the 20th day of June, 2022.

Mayor Jacob Wheat

Respectfully Submitted,

Beth A Walls- Interim City Secretary

RESOLUTION NO R2022-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS DESIGNATING CERTAIN POSITIONS AS AUTHORIZED SIGNATORIES FOR ALL CITY ACCOUNTS MAINTAINED BY FIRST FINANCIAL BANK OF ALVARADO, AND ESTABLISHING AN EFFECTIVE DATE.

Whereas, the City of Alvarado, Texas is a general-law municipality located in Johnson County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

Whereas, the City Council desires to designate certain positions as authorized signatories for all city accounts by First Financial Bank of Alvarado;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, THAT:

Section 1. That any two of the following five representatives are authorized to make withdrawals on behalf of the City of Alvarado at the First Financial Bank of Alvarado:

Mayor Jacob Wheat
City Manager Paul DeBuff
Finance Director Paula Hardison
Interim City Secretary Beth A Walls
Mayor Pro-Tem Lydia Moon

Section 2. The following signatories shall be removed effective as of this date:

City Secretary Debbie Thomas

Pass and approved this the 20th day of June, 2022.

Jacob Wheat, Mayor

Attest:

Beth A Walls, Interim City Secretary

CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT

THIS CONSTRUCTION MANAGEMENT AT RISK SERVICES AGREEMENT, hereinafter referred to as the "Agreement," is made and dated as of [REDACTED], 2022, between the City of Alvarado, Texas, a political subdivision of the State of Texas and a municipal corporation organized and existing under the law of the State of Texas, acting by and through its duly authorized representative, having its principal offices at, 104 West College Street, Alvarado, Texas 76009, hereinafter referred to as "Owner" or "City" and Archer Western Construction, LLC, a [REDACTED] organized and operating under the laws of the State of [REDACTED], having an office at [REDACTED], hereinafter referred to as "CMAR," (each also hereinafter referred to as "Party" individually or "Parties" collectively), for construction management at risk services in connection with the wastewater treatment plant expansion project.

Recitals

To accommodate proposed developments and associated cost sharing agreements with developers, the City requires an expansion of the existing wastewater treatment plant.

The wastewater treatment plant expansion project will be completed using the construction manager-at-risk ("CMAR") project delivery method in accordance with Chapter 2269 of the Texas Government Code.

The City has determined to contract with a construction manager-at-risk to perform the preconstruction, procurement and construction services. The services will include working and coordinating with the design engineer.

The City issued a Request for Proposals (the "RFP") on [REDACTED], March 29, 2022.

Proposals submitted in response to the RFP were received on [REDACTED], May 16, 2022, from three proposers.

The Proposals were reviewed by the City and assigned a score based on the evaluation criteria and weighting set forth in the RFP.

Based on the evaluations and scoring of the Proposals, the highest ranked Proposer provided the best value Proposal for the performance of the services among the Proposers responding to the RFP.

In June of 2022, the City initiated negotiations with [REDACTED] the CMAR for performance of the services, which have concluded with this Agreement.

On [REDACTED], May 20, 2022, ~~by Resolution No. [REDACTED], the governing body of~~ the City Council authorized the execution and delivery of this Agreement on behalf of the City.

In consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1: REPRESENTATIONS AND WARRANTIES

1.01 Representations and Warranties of the CMAR.

A. The CMAR hereby represents and warrants that:

1. Existence and Powers. The CMAR is a [REDACTED] duly organized, validly existing and in good standing under the laws of the State of [REDACTED], with the full legal right, power and authority to enter into and perform its obligations under this Agreement.
2. Due Authorization and Binding Obligation. This Agreement has been duly authorized, executed and delivered by all necessary corporate action of the CMAR and constitutes the legal, valid and binding obligation of the CMAR, enforceable against the CMAR in accordance with the terms contained herein and pursuant to applicable law.
3. Information Supplied by the CMAR. The information supplied and representations and warranties made by the CMAR in all submittals made in response to the RFP with respect to the CMAR (and to the best of its knowledge after due inquiry, all information supplied in such submittals with respect to any CMAR Team Member) are true, correct and complete in all material respects.
4. No Conflict of Interest. The CMAR understands that as a political subdivision of Texas, the laws governing Owner's Board City Council, employees, and agents may prohibit certain persons from having a financial interest, directly or indirectly, in any contract with the Owner ("Prohibited Persons"). The CMAR represents and certifies that its owners, officers, employees and agents are not Prohibited Persons and that it has tendered to the Owner all necessary disclosures and other documents in compliance with the Owner's policies, and governing all laws, including, without limitation, a discretionary contracts disclosure statement and a Conflict of Interest Questionnaire.
5. No Commitments Limiting Ability to Perform CMAR Services. The CMAR has no commitments, obligations, or impediments of any kind that would have a material and adverse impact on the ability of the CMAR to perform the Services in accordance with the Agreement. The CMAR covenants that it will not enter into any such commitment throughout the period of the performance of the Services.
6. No approvals required. No approval, authorization, order of consent or declaration of, or registration of filing with any governmental body is required for the valid execution and delivery of the Agreement by the CMAR except as such have been duly obtained or made.
7. Licensing and Registration Requirements. The CMAR possesses all licenses required under Laws and Regulations to perform all services required of the CMAR under this Agreement and is not in violation of any of the terms or conditions of such licenses. The CMAR is registered with all appropriate governmental bodies to the extent necessary to perform all of the Services. The CMAR has the authority to do business in the State of Texas.
8. No Litigation. Except as disclosed in writing to Owner, there is no legal proceeding, at law or in equity, before or by any court, arbitral tribunal or other governmental body pending or, to the best of the CMAR's knowledge after due inquiry, overtly threatened or publicly announced against the CMAR, in which an unfavorable decision, ruling or finding could reasonably be expected to have a material and adverse effect on the execution and delivery of this Agreement by the CMAR or the validity, legality or enforceability of this Agreement against the CMAR, or any other agreement or instrument entered into by the CMAR in connection with the transactions contemplated

hereby, or on the ability of the CMAR to perform its obligations hereunder or under any such other agreements or instruments. For the purposes of this section only, "material" is defined to be an effect in excess of \$1M.

9. Claims and Demands. Except as disclosed in writing to Owner, there are no material and adverse claims or demands based in environmental, contract or tort law pending or threatened against the CMAR or any of its affiliates that would have a material and adverse effect upon the ability of the CMAR to perform the Services. For the purposes of this section only, "material" is defined to be an effect in excess of \$1M.
10. Laws and Regulations Compliance. Neither the CMAR nor any of its affiliates has any knowledge of any material violation of any law, order, rule or regulation with respect to any facilities or structures constructed by the CMAR or any of its affiliates. For the purposes of this section only, "material" is defined to be an effect in excess of \$1M.
11. The CMAR represents that it is familiar with the ethics requirements of the Owner and agrees to comply with such requirements.

ARTICLE 2: WORK, SERVICES AND THE PROJECT

2.01 CMAR shall complete all Work as specified or indicated in the Contract Documents. The "Work" is generally described as follows, and includes (but is not limited to) all Construction Management at Risk Services (the "Services") as specified or indicated in Exhibit A CMAR Services as well as the following:

A. Package Plant

1. The package plant will consist of two concentric circular welded steel tanks.
2. The following major equipment will be provided by the package plant vendor: steel tanks, influent structure, clarifier, aeration basin and diffusers, aeration basin blowers, aeration digester and diffusers, aeration digester blowers, return sludge and waste sludge system, access bridge and stairway, walkways and handrails, internal piping and electrical within the tank.
3. Package Plant: The 0.8 million gallons per day (MGD) package plant will be a steel structure on a foundation.

B. Package Plant Electrical / Blower Building: The package plant MCC and blowers will be located inside a new building adjacent to the package plant.

C. Influent Screening: The influent screening structure will be outdoors, below grade, consisting of two concrete screening channels.

D. Influent Lift Station: The influent lift station will be a below grade concrete structure sized for the existing plant, package plant, and future WWTP Expansion. The wet well will be provided with submersible pumps sized for the existing plant and package plant.

E. Grit Removal: Grit removal will consist of two elevated concrete vortex grit chambers sized for the existing plant, package plant, and future WWTP Expansion. Grit will be pumped to a grit concentrator/washer and be disposed of in a dumpster. The grit concentrator/washer will be located inside a prefabricated metal building.

- F. Influent Flow Distribution Structure: The influent distribution structure will be an elevated concrete distribution structure designed to split flow with the use of weirs and slide gates to the existing plant, package plant, and the future WWTP Expansion.
- G. Odor Control: A bioscrubber will provide odor control with pick-up points to Influent Screening, Influent Lift Station, Grit Removal, and the Influent Distribution Structure.
- H. UV Disinfection: Expansion of the existing UV disinfection system or a second parallel channel or abandonment of the existing system and construction of a new UV system.
- I. Effluent Metering: The existing rectangular effluent weir will be removed and replaced with a V-notch weir to provide increased accuracy at low flows. The existing level element/transmitter will be removed and replaced. It is anticipated for the WWTP Expansion, the plant will have a Parshall flume installed for effluent metering
- J. Outfall/Post Aeration: The existing plant outfall will be extended to allow room for the package plant and subsequent WWTP Expansion. At the end of the outfall, a low-profile cascade aerator will be installed.
- K. Sludge Dewatering: The existing Sludge Pump Building will be modified to include an additional sludge box feed pump and two polymer feed units. Up to two additional Sludge Boxes will be added. It is anticipated that the WWTP Expansion will include a new mechanical dewatering building and the use of Sludge Boxes for dewatering will be a back-up to mechanical dewatering.
- L. Headworks Electrical Building: A new CMU or precast concrete electrical building located near the plant headworks will be provided to accommodate loads from screening, influent lift station, grit removal, and odor control.
- M. Emergency Generator: A second emergency generator or replacement of the existing emergency generator.
- N. Plant Paving: The existing plant paving will be extended to provide access to the package plant and supporting improvements.
- O. Plant Fencing: The existing south fence at the plant will be removed and extended further south as necessary to accommodate the package plant and subsequent WWTP Expansion.

2.02 This Project is commonly referred to as follows:

City of Alvarado, Texas

Wastewater Treatment Plant Expansion

The anticipated date of Substantial Completion is ~~January 2024~~December 18, 2023.

ARTICLE 3: ENGINEERS

- 3.01 Owner has retained the services of the following identified engineering firms to perform those professional services identified below.
- 3.02 Engineering design shall be performed by the following firms with regard to the general scopes of work as set forth below:

A. Freese and Nichols, Inc

- 3.03 Collectively, the engineering firms are referred to as the “Engineers.” The Engineer shall mean that engineering firm that has primary responsibility for the design and any construction administration obligations over the respective scope of the Work. Each Engineer shall be legally responsible and liable for those consultants and subconsultants retained by the Engineer to provide the engineering services required in its agreement with the Owner.
- 3.04 Engineer, who is to act as Owner’s representative, shall assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Services and the Work in accordance with the Contract Documents.

ARTICLE 4: CONTRACT TIMES

- 4.01 Time of the Essence: All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

- 4.02 Dates for Substantial Completion and Final Payment:

The Work will be completed and ready for final payment in accordance with Paragraph 14.07 of the Standard General Conditions of the Construction Contract on or before the dates contemplated in Paragraph 2.02, above. 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.

- 4.03 Liquidated Damages

CMAR and Owner recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraphs 2.01 and 2.02 above, plus any extensions of the Contract Times allowed in accordance with Article 12 of the Standard General Conditions of the Construction Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CMAR agree that as liquidated damages for delay (but not as a penalty), CMAR shall pay Owner the amount of Liquidated Damages stipulated in the Amendment establishing the Guaranteed Maximum Price for each day that expires after the time specified in Paragraphs 2.01 and 2.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CMAR shall neglect, refuse, or fail to complete the remaining Work and achieve final completion within the Contract Time, CMAR shall pay Owner the amount of Liquidated Damages stipulated in the Amendment establishing the Guaranteed Maximum Price. The Owner will be the sole judge as to whether the Work has been completed within the allotted time. Assessment of Liquidated Damages by the Owner shall not constitute a waiver of the Owner’s right to sue and collect additional damages which Owner may sustain by the failure of the CMAR to perform in accordance with the terms of its Contract.

ARTICLE 5: CONTRACT PRICE

- 5.01 Contract Price shall be as defined by Section 1.01 A (13) of the Standard General Conditions of the Construction Contract, which is incorporated herein by reference.

ARTICLE 6: CMAR'S CONSTRUCTION SERVICES FEE

- 6.01 CMAR's construction services fee ("CMAR Fee") shall be ~~_____~~ eight percent (~~—~~ 8 %) of the Cost of the Work. CMAR Fee is intended to compensate CMAR for its profit, as well as its indirect overhead costs not compensated through reimbursement for its General Conditions, defined below and in the Standard General Conditions of the Construction Contract.
- 6.02 If Owner approves the use of contingency funds in accordance with Article 8 of this Agreement, CMAR shall be paid _____percent (___ %) of the contingency funds approved by Owner as its fee for construction services associated with the contingency work. [To be negotiated at the time of GMP Amendment]

ARTICLE 7: COST OF THE WORK

- 7.01 Cost of the Work shall be defined by Section 11.01 of the Standard General Conditions of the Construction Contract, which is incorporated herein by reference.

ARTICLE 8: CONTINGENCY FUNDS

- 8.01 The contingency funds are for the exclusive use of the CMAR while executing the Work to reimburse the CMAR for Costs of Work due to unforeseen causes or details not capable of reasonable anticipation at the time of the execution of the Agreement; such contingency funds are not intended for changes in the scope of the Work or for reimbursement of expenses and costs not otherwise recoverable as a Cost of Work under Paragraph 11.01 of the Standard General Conditions of the Construction Contract. The contingency funds shall not be allocated to any particular line item in the Cost of Work.
- 8.02 The amount of the contingency funds shall be _____percent (___ %) of the Cost of Work. [To be negotiated at the time of the GMP Amendment]
- 8.03 Subject to prior written approval by the Owner, the contingency funds may be used for costs incurred in accordance with this Article by the CMAR. The CMAR shall prepare and submit to Owner a detailed listing and written justification as to the need to use any part of the contingency funds prior to using any part of the contingency funds. Charges against the contingency funds will be tabulated and reported by the CMAR as part of the CMAR's monthly Progress Meeting. CMAR will also provide a tracking system for the measurement and transfer of contingency accounts.
- 8.04 It is understood that the amount of any such contingency funds is the maximum amount available to the CMAR to cover costs incurred in accordance with this Article and that all cost overruns in excess of the contingency funds will be borne by the CMAR.

ARTICLE 9: GUARANTEED MAXIMUM PRICE

- 9.01 At the time specified in Section 9.02, below, the CMAR shall prepare a Guaranteed Maximum Price proposal (the "GMP Proposal") for the Owner's review and acceptance. The Guaranteed Maximum Price in the GMP Proposal shall be the sum of the CMAR's estimate of the Cost of Work, including contingencies described in Article 8, plus the CMAR Fee described in Article 6. If signed by the Owner, this total shall be established as the Guaranteed Maximum Price in an Amendment to the Agreement, and shall be subject to authorized increases or decreases for changes in the Work. By signing the Guaranteed Maximum Price Amendment, CMAR guarantees that the total Contract Price will not exceed the GMP unless the Owner authorizes an increase in accordance with the Agreement. The CMAR is responsible for all costs in excess of the GMP, unless the GMP has been increased by Change Order for a change in scope of Work by the Owner.
- 9.02 Within 30 days after the CMAR is furnished the 90% Construction Documents, the CMAR shall submit its GMP Proposal for the entire Work, in such form and with such backup documentation as required herein for the GMP Proposal. Except as may otherwise be agreed by the Owner and the CMAR in advance, the GMP Proposal shall include a contingency fund of no more than is specified in Section 8.02, above.
- 9.03 Any GMP Proposal shall include the following, unless the Parties mutually agree otherwise:
- A. The proposed GMP will be developed as specified in Article 9 of this Agreement and as set out herein. The GMP Proposal shall be submitted in a binder with a title page that indicates whether the GMP Proposal is for an Early Work Package or GMP Proposal for the entire Work. If for an Early Work Package it shall be numbered and titled and dated. Binder pages shall be numbered. Binder shall include all specified items and components of a GMP as required by the Agreement. Sections must be divided by tabs for ease of reference. The GMP Proposal will be organized as follows:
 - 1. Transmittal Letter
 - 2. Table of Contents
 - 3. Tab 1 – Executive Summary- brief general summary, including the Scope of Work for the GMP Proposal.
 - 4. Tab 2 – A list of Drawings and Specifications and other Contract Documents, with the most recent revisions dates, upon which the GMP Proposal is based.
 - 5. Tab 3 – Description of Variations, Substitutions proposed to the Drawings and Specifications.
 - 1. Specification listing- provide a detail listing of Specifications by division and section, which describes exclusions, substitutions, modifications, etc. If no changes are proposed for a particular section, insert "as per specifications."
 - 1). Qualifications and Assumptions- a narrative summary of all qualifications and assumptions included in the Specifications listing.
 - 2). Exclusions- a summary of all exclusions included in the Specifications listing, plus any exclusions not related to the Specifications.

2. A list of the assumptions and clarifications made by the CMAR in the preparation of the GMP Proposal, which list is intended to supplement the information regarding the scope and requirements of the Work contained in the Contract Documents.
 3. Value Analysis recommendations – if applicable.
 4. Allowance Schedule – a list of allowances including definitions for all allowances or any open pricing terms and a statement of their basis – if applicable.
 5. A schedule of unit prices – if applicable.
 6. All other information used as the basis for the GMP Proposal.
6. Tab 4 – The proposed GMP for the designated portion of the Work -Cost of the Work Breakdown:
1. Estimated Cost of the Work shall be broken down into Master Format 2004 divisions and such additional sections and Early Work Packages as may have been directed by Owner prior to the submission of the GMP Proposal.
 2. Cost breakdown will be a lump sum for each Division and, if applicable, a section with information on proposed subcontractors and pricing supporting such costs.
 3. Itemized listing of all proposed General Conditions costs, including all definitions of cost categories.
 4. The GMP Proposal shall provide for contingency funds in accordance with the Agreement.
 5. Allowances and unit prices shall be included.
 6. It must include a description of how the estimated Cost of the Work was derived and prepared in accordance with the requirements of the Agreement.
7. Tab 5 Progress Schedule
1. The Progress Schedule for a GMP Proposal must include detailed activities for all events and Milestones included in the construction phase.
 2. Additionally, the Progress Schedule update must include detailed, logic driven activities for all construction phase activities.
 3. All paths in the Progress Schedule must lead to Milestone activities to ultimately achieve Substantial Completion on or before the Milestone for Substantial Completion.
 4. The Progress Schedule must be provided in hard copy form in the binder and also in an electronic format attached to the binder.
 5. A Schedule of Values based upon the Contract Time requirements.
- 9.04 Early Work Package shall be defined as a portion of Work that the Parties agree should be performed prior to the establishment of a Guaranteed Maximum Price for the Project. Prior to being provided with 90% Construction Drawings or establishment of a GMP Proposal for the entire Work, Early Work Packages may be awarded to the CMAR 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 Owner and CMAR regarding the GMP Amendment for the entire Work.

- 9.05 Either Owner or the CMAR may propose Early Work Packages to proceed prior to that time the GMP Proposal for the entire Work is approved by the Owner. Based upon the written agreement of the Parties, the CMAR may either self-perform, if selected by the Owner as the successful Bidder, or subcontract such Early Work Packages before the GMP Proposal for the entire Work has been submitted and approved. The approved “not to exceed” amount for the scope of the Work included in any Early Work Package shall later be included within the GMP Proposal for the entire Work as an individual line item with reference made to the appropriate Early Work Package agreement. For any Early Work Package payments, the CMAR’s fee shall be the same percentage of the Cost of Work set forth in Section 6.01, above. Additionally, CMAR’s General Conditions costs relating to the Early Work Package shall be calculated in the same manner and in the same percentage stated in Article 2.02 of the Cost Proposal. The CMAR will be obligated to provide payment and performance bonds in accordance with Article 5 of the Standard General Conditions of the Construction Contract for the GMP amount of any Early Work Package.
- 9.06 The Owner may choose to accelerate the completion of certain portions of the design work so that some specific Early Work Packages may be awarded by the CMAR prior to the completion of the remaining Construction Documents or acceptance by the Owner of the GMP Proposal for the entire Work. The CMAR shall verify that the Engineer has provided the documents necessary to Bid and award any Early Work Package. Any Early Work Package shall contain language which makes those subcontracts 100% assignable to Owner at Owner’s option, in the event this Agreement is terminated, and that the Subcontractors shall be obligated to accept that assignment if it should occur.
- 9.07 After submission of any Early Work Package “not to exceed” proposal, as well as after submission of the GMP Proposal for the entire Work, the CMAR and Owner shall promptly meet to discuss and review the proposals.
- A. If Owner has any comments regarding the respective proposal or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to the CMAR of such comments or findings.
 - B. To the extent that the estimated Cost of the Work of the GMP Proposal exceeds the Owner’s Budget, the CMAR shall exercise best efforts (as measured by its applicable standard of care under this Agreement) to propose Value Analysis solutions and other cost reduction measures to bring such construction costs within the Owner’s Budget.
 - 1. The Owner and CMAR may cooperate in the revision of the Scope of Work to reduce the cost and re-Bid those portions of the Scope of Work that were revised.
 - 2. The Owner may authorize the CMAR to re-bid some or all portions of the Scope of Work within a reasonable time in an attempt to reduce costs.
 - C. If appropriate, the CMAR shall, upon receipt of Owner’s notice to the CMAR, make appropriate adjustments to the GMP Proposal.
 - D. If Owner accepts a GMP Proposal, as may be amended by Owner and the CMAR, the GMP Proposal and its basis shall be set forth in a GMP Amendment to this Agreement.

- E. Notice to Proceed on a GMP Amendment may be issued immediately upon full approval and execution and receipt of all required bonds and insurance.
 - F. The CMAR agrees that to the best of its knowledge that the Contract Documents at the time of the execution of the respective 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 respective 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.
- 9.08 If Owner rejects the GMP Proposal for the entire Work (which it may do in its sole discretion) or fails to notify the CMAR in writing within thirty (30) calendar days of receipt of the GMP Proposal that it accepts the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and the CMAR shall meet and confer as to how the Project will proceed with Owner having the following options, the selection of which option Owner may make in its sole discretion:
- A. Owner may suggest modifications to the GMP Proposal and consider the CMAR's additional Value Analysis proposals and other suggestions for cost reduction, whereupon, if such modifications are accepted in writing by the Owner and CMAR, the GMP Proposal shall be deemed accepted and the parties shall proceed in accordance with Section 9.07 D, E and F above; or
 - B. Owner may authorize and direct, in writing, the CMAR to proceed with the specified Work on the basis of reimbursement as provided in Article 6 (CMAR's Fee) and Article 7 (Cost of the Work) hereof without a GMP, in which case all references in Agreement to the GMP will not be applicable; or
 - C. Owner may terminate this Agreement in accordance with Article 19.
- 9.09 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the CMAR. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the CMAR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them being necessary to produce the indicated results. To the extent the Drawings and Specifications are anticipated to require further development by the Engineer, the CMAR has provided in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required shall be incorporated by Change Order.

ARTICLE 10: CHANGES IN THE GUARANTEED MAXIMUM PRICE

- 10.01 The amount of any increases or decreases in the GMP that result from a change in the scope of Work shall be set forth in an applicable written Change Order. The amount of any such increase

or decrease in the GMP shall be determined by Articles 11 and 12 of the Standard General Conditions of the Construction Contract.

ARTICLE 11: PAYMENT

ARTICLE 12: ARTICLE 11: 11.01 PAYMENT PROCEDURES

12.0111.01 Submittal and Processing of Payments for Services associated with the Pre-Construction Services and Procurement Services:

- A. On the first working day following the 25th of each month, Contractor shall submit to Owner for review an Application for Payment completed and signed by Contractor covering the Services completed as of the date of the Application and accompanied by such documentation as may be required.
- B. Engineer will within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present Application to Owner or return the Application to CMAR indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
- C. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's knowledge and review of the Services completed, that such Services were generally in accordance with the requirements of the Agreement and the Contract Documents.

Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will become due, and when due will be paid by Owner to CMAR.

12.0211.02 Submittal and Processing of Payments for Services associated with the Construction Services: CMAR shall submit Applications for Payment of the Work in accordance with Article 14 of the Standard General Conditions of the Construction Contract. Applications for Payment will be processed by Engineer as provided in the Standard General Conditions of the Construction Contract.

112.03 Progress Payments and Retainage for the Work:

- A. Owner shall make progress payments on the basis of CMAR's Applications for Payment on or about the 25th day of each month during performance of the Work. All such payments will be measured by the Schedule of Values established as provided in Paragraph 2.07.A of the Standard General Conditions of the Construction Contract.
- B. Prior to Substantial Completion, progress payments will be made in an amount equal to 95 percent of the total amount earned for completed Work and properly stored materials on hand, with the balance being retainage. When 50 percent of the Contract Price stated in the Guaranteed Maximum Price Amendment has been earned, the retainage may, at the sole discretion of the Owner, be held at its current value until Substantial Completion if the Owner determines that satisfactory progress has been made. This retainage amount may be adjusted for changes in the Guaranteed Maximum Price that occur after 50 percent of the Guaranteed Maximum Price has been paid to the Contractor.

- C. Payment will be less the aggregate of payments previously made and less such amounts as Owner may be entitled to withhold pursuant to the Contract Documents, including but not limited to Liquidated Damages, in accordance with Paragraph 14.02 of the Standard General Conditions of the Construction Contract. In addition to the amount retained above, the Owner may retain additional amounts as permitted elsewhere in the Contract Documents.

~~11.2.04~~ Final Payment: Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the Standard General Conditions of the Construction Contract, Owner shall pay within thirty (30) days the remainder of the Contract Price, as modified in accordance with the Contract Documents, and as recommended by Engineer as provided in said Paragraph 14.07. In no event shall such final payment cause the total amount paid by Owner to exceed the Guaranteed Maximum Price.

~~ARTICLE 13:~~ ARTICLE 12: **WORK SELF-PERFORMED BY CMAR OR A CMAR TEAM MEMBER**

~~13.01~~12.01 The CMAR may seek to perform portions of the Work itself, other than the work that may be included in the CMAR's General Conditions costs, if the CMAR submits its Bid and is awarded for those portions of the Work in the same manner as all other Subcontractors. If the CMAR intends to submit a Bid for such Work or a CMAR Team Member intends to submit a Bid, it shall notify Owner prior to soliciting Bids and all such Bids will be submitted directly to the Owner or the Engineer. If the Owner determines that the CMAR's Bid or CMAR Team Member's Bid provides the best value for Owner, the CMAR or CMAR Team Member will be awarded that portion of the Work. Owner's determination in such matters is final.

~~ARTICLE 14:~~ ARTICLE 13: **INTEREST**

~~14.01~~13.01 The Owner is not obligated to pay interest on monies not paid except as provided in Section 2252.032 of the Texas Government Code.

~~ARTICLE 15:~~ ARTICLE 14: **CMAR'S REPRESENTATIONS FOR THE WORK**

~~15.01~~14.01 CMAR makes the following representations:

- A. CMAR has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposals.
- B. CMAR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CMAR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CMAR has carefully studied: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site including Underground Facilities which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the Standard General Conditions of the Construction Contract and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the Standard General Conditions of the Construction Contract.

- E. CMAR has obtained and carefully studied all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions including surface, subsurface, and Underground Facilities at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto or assumes responsibility for doing so.
- F. CMAR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. CMAR is aware of the general nature of Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CMAR has correlated the information known to CMAR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. CMAR has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that CMAR has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to CMAR.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 16: ~~ARTICLE 15:~~ ACCOUNTING RECORDS

~~16.01~~15.01 Accounting Record Availability: CMAR shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work consistent with the requirements of Paragraph 11.01.B of the Standard General Conditions of the Construction Contract and as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all CMAR's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and CMAR's fee. CMAR shall preserve all such documents for a period of 5 years after the final payment by Owner.

ARTICLE 17: ~~ARTICLE 16:~~ CONTRACT DOCUMENTS

~~17.01~~16.01 Contents:

- A. The Contract Documents consist of the following:
 - 1. Specifications, all forms and documents listed in Section 00 01 10 "Table of Contents".
 - 2. Addenda (Numbers 00 91 00-1 to 00 91 00-**insert Addenda number**, inclusive).
 - 3. Exhibits to this Agreement (enumerated as follows): Exhibit A CMAR Services

4. Documentation submitted by Contractor prior to Notice of Award (pages insert page numbers, inclusive).
 1. Proposal Form 1 Proposal Transmittal Letter (12 pages)
 2. Proposal Form 4 Surety Letter of Intent (1 page)
 3. Proposal Form 5 Insurance Letter of Intent (1 page)
 4. Proposal Form 10 Senate Bill 13 Verification (1page)
 5. Proposal Form 11 Senate Bill 19 Verification (1 page)
 6. List of Key Personnel Individuals named in Proposal (1 page)
 5. This Agreement.
 6. Standard General Conditions of the Construction Contract.
- B. The following are also Contract Documents which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
1. Notice to Proceed.
 2. Amendment(s).
 3. Change Order(s).
 4. Field Order(s).
 5. Work Change Directive(s).
 6. Engineers Written Interpretation(s).
- C. The documents listed in Paragraph 17.01.A are attached to this Agreement (except as expressly noted otherwise above).
- D. There are no Contract Documents other than those listed above in this Article 17.
- E. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the Standard General Conditions of the Construction Contract.

~~ARTICLE 18:~~ ARTICLE 17: NON APPROPRIATION OF FUNDS

~~18.01~~17.01 Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining the City's payment obligations under this Agreement. In the event of such termination, the termination will be in accordance with Paragraph 15.03 of the Standard General Conditions of the Construction Contract.

~~ARTICLE 19:~~ ARTICLE 18: TERMINATION

~~19.01~~18.01 In addition to the termination terms and conditions in Article 15 of the Standard General Conditions of the Construction Contract, CMAR's failure to provide the Key Personnel ~~or Alternate Key Personnel~~ will justify termination for cause by the Owner, unless such failure is due to death, disability or the personnel's voluntary separation from employment from the CMAR or its CMAR Team Members.

~~19.02~~18.02 In addition to the termination terms and conditions in Article 15 of the Standard General Conditions of the Construction Contract, upon three days written notice, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate this Agreement at the conclusion of the Pre-Construction Services or failure of the Owner and CMAR to come to an agreement on the Guaranteed Maximum Price Proposal for the entire Work. The CMAR shall be paid for Services actually rendered through the date of termination.

ARTICLE 20: ~~ARTICLE 19:~~ MISCELLANEOUS

~~20.01~~19.01 Terms: Terms used in this Agreement will have the meanings stated in the Standard General Conditions of the Construction Contract and any Supplementary Conditions.

~~20.02~~19.02 Assignment of Contract: No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

~~20.03~~19.03 Successors and Assigns: Owner and CMAR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

~~20.04~~19.04 Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and CMAR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

~~20.05~~19.05 Venue: CMAR agrees that venue shall lie exclusively in district courts of Johnson County, Texas for any legal action.

ARTICLE 21: [Not Used]

ARTICLE 22: [Not Used]

IN WITNESS WHEREOF, Owner and CMAR have signed this Agreement 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 Agreement will be effective on **Date to be inserted at the Time of Contract Execution.**

Owner: City of Alvarado, Texas
(typed or printed)

CMAR: _____
(typed or printed)

By: _____
(Individual's signature)

By: _____
(Individual's signature)

Name: Paul DeBuff
(typed or printed)

Name: _____
(typed or printed)

Title: City Manager
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(Individual's signature)

Attest: _____
(Individual's signature)

Address for giving notice:

City of Alvarado

104 West College Street

Alvarado, Texas 76009

Designated representative:

Name: _____

Title: _____

Address: City of Alvarado

104 West College Street

Alvarado, Texas 76009

Phone: _____

Facsimile: _____

E-mail: _____

Designated representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

(If CMAR is a corporation or a partnership, attach evidence of authority to sign.)

END OF SECTION

EXHIBIT A

CMAR SERVICES

1.00 GENERAL

1.01 SERVICES INCLUDED

- A. Provide the Construction Manager at Risk (CMAR) Services ~~(CMAR)~~ during the design development and for construction of the Project in accordance with the terms of the Contract Documents.
- B. Provide the Services in accordance with the applicable sections of Texas Government Code Chapter 2269 and any applicable Laws and Regulations.
- C. Develop and implement certain Project Plans as more fully described in this document.
- D. Coordinate with various local and state agencies as required, ~~make application for and obtain permits and arrange for~~ all inspections ~~by building officials.~~
- E. Support the materials testing and quality assurance activities of the Owner.
- F. Manage quality control on the Project to see that the construction meets the intent of the Contract Documents.
- G. Provide bonds and insurance.
- H. Provide safe working conditions at the Site e meeting OSHA standards as a minimum.
- I. Assist Owner and Engineer in resolving any issues or conflicts.
- J. Coordinate and manage all aspects of the Project, including but not limited to, the commissioning, ~~startup~~, initial operation of the Project ~~and transition to Owner operations.~~
- K. Provide follow up to correct defects during the warranty period and cooperate with the Owner in pursuit of any claims made on applicable bonds related to defects.
- L. Provide CMAR Services in accordance with professional standards of skill, care, and diligence in a timely manner in accordance with the Project schedule and so that the Project shall be completed as expeditiously and economically as possible within the Owner's Budget and schedule ~~and in the best interest of the Owner.~~

1.02 PERSONNEL AND CONSULTANTS

- A. Provide the services of the Key Personnel identified in the Proposal for the duration of the Project. Substitution of other individuals for the Key Personnel identified in the Proposal or individuals previously approved can only be made with the written consent of the Owner.
- B. Provide the services of other personnel identified in the Proposal by position for the Project as well as other personnel needed for the Project as determined by the CMAR.
- C. The CMAR may provide Services through one or more CMAR Team Members employed by the CMAR provided, however, the CMAR shall remain responsible to the Engineer and the Owner for all duties and obligations of the CMAR under this Agreement. Require CMAR

Team Member to comply with all terms and conditions of these Contract Documents unless a written waiver is authorized by the Owner. The Services provided by the any CMAR Team Member identified in the Proposal must be provided for the duration of the Project. Substitution of other CMAR team members for CMAR Team Members identified in the Proposal or previously approved can only be made with the written consent of the Owner. Not providing the CMAR Team Members proposed may be the grounds for termination of this Agreement.

1.03 LIMITATIONS OF AUTHORITY

- A. The CMAR shall have authority to act on behalf of the Engineer and the Owner only to the extent provided in the Contract Documents. The CMAR does not have authority to bind the Engineer or the Owner for the payment of any costs or expenses without the express written approval of the Engineer or the Owner except as indicated by these Contract Documents. In the event of an emergency affecting the safety of persons, the Project or adjacent property, the CMAR, without special instruction or authorization, shall act reasonably to prevent or minimize any threatened damage, injury, or loss. The CMAR's authority to act on behalf of the Engineer or the Owner shall be modified only by Change Order or Amendment.

1.04 QUALITY OF SERVICES

- A. The Owner or Engineer, with the concurrence of the Owner, has the right to reject or disapprove any portion of the CMAR's Services for the Project. Written notice stating the reason for the rejection or disapproval will be provided by the Owner or Engineer. Proceed with revisions to the Services to attempt to satisfy the objections when requested by the Owner or Engineer. The CMAR acknowledges that any review or approval by the Engineer and the Owner of any Services performed by the CMAR pursuant to this Agreement shall not relieve the CMAR of the CMAR's responsibility to properly and timely perform such Services.

2.00 PRECONSTRUCTION SERVICES

2.01 PROJECT MANAGEMENT

- A. Attend Project kick-off meeting
- B. Attend general progress review and coordination meetings (assume weekly) with Owner and Engineer.
- C. Attend periodic design meetings (assume 2 such meetings per month) to provide consultation on aspects of the design that will impact the budget, schedule and quality of the completed Project.
- D. Advise, assist, and provide recommendations on all aspects of the planning and design of the Work: Consult with the Engineer and Owner regarding Site use and improvements, and the selection of materials, building systems, and equipment.
- E. Provide recommendations on construction feasibility; phasing and sequencing, actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost including estimates of alternative designs or materials, preliminary budgets and

possible opportunities for savings. Maintain a document to log the recommendations and decisions made throughout the preconstruction services phase.

- F. Provide recommendations on construction schedule for possible opportunities for time savings.
- G. Provide input to the Owner and Engineer regarding current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions. Develop Subcontractor and Supplier interest in the Project, consistent with Laws and Regulations. Furnish Owner and Engineer a list of possible Subcontractors and Suppliers, from whom Bids will be requested for each principal portion of the Work. Identify preferred providers based on CMAR's previous experience for quality of work, on time delivery and ability to complete work within bid amounts. Submission of this list is for information and discussion purposes only and not for prequalification. The review of this list will not require the Owner or Engineer to investigate the qualifications of proposed Subcontractors and Suppliers, nor shall it waive the right of the Owner or Engineer to later object to or reject any proposed Subcontractor or Supplier when Bids are considered.
- H. Recommend a schedule for procurement of long-lead time items and other Work required to meet the Project schedule to the Owner and Engineer. Determine if these items must be procured after execution of the GMP Amendment or if such procurement must occur before that time (Early Work Packages) to meet the Project schedule. Assist the Owner and Engineer with the procurement by obtaining competitive bids or proposals for these items.
- I. Identify critical elements of the Work that may require special procurement processes, such as prequalification of Subcontractors or Suppliers who may have certain prior experience which is necessary for the Subcontractor or Supplier to be able to perform the Work, requirement of certified or pre-qualified installers or alternative contracting methods.
- J. In conjunction with the Owner and Engineer, identify the appropriate Work packages from the Contract Documents for distribution to prospective Bidders for providing all elements of Work not included in the General Conditions. Appropriate Work packages shall generally mean scopes of work that will maximize the competition for those Work packages. Work packages will also be identified with appropriate scopes of work should the Owner have any goals for involvement of the local and/or small contracting communities.

2.02 TIME MANAGEMENT

- A. Provide a preliminary master schedule including design and construction for the Project based on the design existing at the time of Agreement execution. If preliminary master schedule does not meet Owner's Contract Times, CMAR shall provide reasons why and recommendations on how to meet Contract Times. Update master schedule when preliminary design (generally and approximately 30% design complete) is completed and when design development documents (generally and approximately 60% design complete) have been completed. Incorporate the Engineer's schedule for design into the preliminary master schedule and include allowances provided by Engineer and Owner for reasonable periods required for the review and approval of items by the Engineer and the Owner and for approvals of governmental authorities having jurisdiction over the Project. Prepare the preliminary master schedule in a way that the detailed Progress Schedule can be incorporated into the master schedule as the Project becomes better defined. For any

master schedule updates, if Owner's Contracts Times cannot be met, CMAR will provide recommendations on how to meet Contract Times.

- B. Identify critical design Milestones that must be met in order to keep the Project on schedule. Coordinate and integrate the preliminary master schedule with the activities of the Owner, Engineer, and CMAR. This includes the CMAR notifying the Owner on the status of the Engineer(s) schedule for design deliverables and whether delays in meeting schedule for design deliverables will impact Project schedule. Update the preliminary master schedule as design progresses to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price Amendment(s) preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and Owner's occupancy requirements.
- C. Make appropriate recommendations to the Owner and Engineer if preliminary master schedule updates indicate that previously approved schedules may not meet Contract Time requirements.
- D. Prepare schedule for any Early Work Packages proposals and Amendments.
- E. Revise the master schedule after each Amendment and the Amendment when the Guaranteed Maximum Price for the entire Work is established.

2.03 COST MANAGEMENT

- A. Develop a project price model which includes a detailed, line by line, schedule of values for the Cost of Work broken down into CSI Master Format 2004 divisions and summarized by work packages. The price model shall include all assumptions, clarifications, qualifications, inclusions, exclusions, allowances, unit prices and any accompanying detailed subcontractor/vendor pricing or other detailed pricing schedules to support individual line-item prices. The model shall provide for an owner's contingency, and early work packages. The Model should also provide the capability to present the GMP broken down by components- cost of work, general conditions, CMAR Fee, contingency, allowances etc. This model will be used for all preliminary GMP project cost estimates and will be used and included in the GMP Proposal.
- B. Provide a preliminary detailed GMP estimate based on the existing design as of the date of Agreement execution of the Owner's program and budget requirements to determine that CMAR will be able to construct the Project described in that program within the Owner's Budget using conceptual estimating techniques. Discuss this preliminary appraisal with the Engineer and Owner. If preliminary evaluation results in Owner's Budget being exceeded, the CMAR will describe the reasons why and identify the Owner's Budget cost categories or cost items that deviate from CMAR's evaluation. CMAR shall provide recommendations on how to meet Owner's Budget. CMAR shall meet with Owner and discuss preliminary GMP estimate to provide Owner a complete understanding of the preliminary GMP estimate. CMAR shall assist Owner in adjusting, as appropriate, its program and budget for the Project.
- C. Prepare a detailed preliminary GMP estimate with supporting data for review by the Owner and Engineer when preliminary design has been completed and when design development documents have been completed by the Engineer and approved by the Owner. Update and refine this GMP estimate at appropriate intervals agreed to by the Owner, Engineer, and

CMAR during the preparation of the Construction Documents (generally 90% design complete). If GMP estimates do not meet Owner's Budget CMAR shall provide recommendations on how to meet Owner's Budget.

- D. Prepare a pre-Bid line-item estimate to be used for comparison of Bids received at the Bid opening(s). Include a line item in the estimate for each anticipated Work package, as well as line items for general conditions, contingencies and other cost that will be incorporated into the Guaranteed Maximum Price for the entire Work for Project.
- E. Provide cost or price and schedule information and other assistance for any life cycle cost analysis for any item, aspect or portion of the Work.
- F. Make appropriate recommendations to the Owner and Engineer if any estimate exceeds previously approved Owner Budgets or if volatility in the cost of selected materials or equipment may drive cost above the Owner's Budget when Bids are received for Work. Identify areas where costs may be lower than original estimates and cost savings may be used to balance the budget. Report to the Owner the cost of various design and construction alternatives, including CMAR's assumptions in preparing its analysis, a variance analysis between budget and preliminary estimate, and recommendations for any adjustments to the budget. Consider costs relating to efficiency, usable life, maintenance, energy, and operation as part of the cost analysis.
- G. Revise the construction cost estimate to reflect actual cost as determined by Bid amounts. Use this revised estimate to establish the Schedule of Values used for periodic Applications for Payment.
- H. Notify the Owner and Engineer immediately if any construction cost estimate exceeds the Owner's Budget.
- I. Work with the Owner and Engineer at each stage in the design process to develop a GMP within the Owner's Budget and a master schedule within Owner's schedule.

2.04 QUALITY MANAGEMENT/DESIGN REVIEW

- A. Review in-progress design documents, including at a minimum the documents generally described as design existing at the time of Agreement execution, preliminary design completion, design development documents, and the final draft of the Construction Documents and provide input and advice on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:
 - 1. Constructability, including sequencing or coordination issues, to enable Work to be completed with a minimum number of Requests For Information (RFIs) and change orders:
 - a. Adequacy of details for construction.
 - b. Potential conflicts during construction.
 - c. Feasibility of construction.
 - d. Construction sequencing.
 - e. Ability to coordinate among Subcontractors and Suppliers.
 - f. Coordination between Contract Documents.

g. Elimination of ambiguities, conflicts, discrepancies or lack of clarity in the Contract Documents.

2. Operability:

- a. Ability to minimize disruptions to existing operations, if applicable.
- b. Ability to complete construction connections to existing facilities or utilities.
- c. Modifications to facilitative commissioning and start-up and/or performance testing.
- d. Ability of Owner to operate/maintain the Project in a safe, ~~and~~ time efficient, and cost efficient manner when completed.

3. Construction schedule acceleration

- a. Provide estimating and scheduling services to enable Owner to evaluate construction acceleration options.

4. Possible use of patented or copyrighted products.

5. Legal requirements for Subcontractor and equipment procurement.

6. Construction cost.

7. Construction duration.

8. Completeness, consistency, ~~and~~ and clarity.

9. Provide review comments in writing using the processes or procedures prescribed by the Engineer.

10. Standardization of Specifications (See Agreement).

2.05 OTHER PROJECT PLANS

A. Risk Management Plan:

- 1. Develop a risk management plan that will analyze Project and construction risk to identify both negative and positive risks and create a risk register, assess risk impact, ~~and~~ and develop appropriate risk management strategies to minimize associated costs and schedule impacts.
- 2. Provide recommendations for appropriate allocation of Project and construction risks.
- 3. Identify additional information that will assist with risk assessment and management.
- 4. Suggest procurement strategies to minimize negative and maximize positive risks.

B. Quality Control Plan

- 1. Develop a Project Quality Control Plan in accordance with applicable Contract Documents.

C. Health and Safety Plan

- 1. Develop a Health and Safety Plan in accordance with applicable Contract Documents.
- 2. Prior to the finalization of the Health and Safety Plan, if CMAR Health and Safety Plan requires any design change that would increase construction costs, CMAR shall notify

Engineer and Owner in writing. Owner, Engineer, and CMAR shall resolve the Health and Safety Plan requirement. CMAR shall bear the cost of any increased construction costs for failure to notify Engineer and Owner and seek resolution.

3.00 PROCUREMENT SERVICES

3.01 ASSEMBLE WORK PACKAGES

- A. ~~Assemble~~ Appropriate-appropriate Work packages from the Contract Documents for distribution to prospective Bidders for providing all elements of Work not included in the General Conditions. Appropriate Work packages shall generally mean scopes of work that will maximize the competition for those Work packages. Work packages will be assembled with appropriate scopes of work, with the intent to provide Work packages conducive to creating fair and competitive opportunities that will attract at least three Bidders. CMAR shall undertake appropriate outreach activities to ensure at least three bids will be received for each procurement action. CMAR should be prepared to submit an outreach plan if requested by Owner.
- B. Meet with Owner and decide procurement method for Work Packages- competitive bidding or competitive sealed proposal. CMAR shall be responsible for meeting the requirements of Texas Government Code Chapter 2269 requirements.

3.02 ADVERTISE FOR BIDS

- A. Publicly advertise the Project soliciting Bids from Subcontractors and Suppliers for providing all elements of Work not included in the General Conditions in accordance with provisions of Texas Government Code 2269 for competitive bidding method or competitive sealed proposals method.
 1. Include a notice in the advertisement for Bids that:
 - a. Generally, describes the Work in sufficient detail to allow potential Bidders to understand the nature and capabilities generally required to complete the work.
 - b. States the location at which Bidding Documents, Drawings, Specifications, and other documents made available by the CMAR can be examined and obtained by all bidders.
 - c. States the time and place for submitting Bids.
 - d. States the time and place Bids will be opened.
 2. Publish the Invitation for Bid advertisement in a manner that meets the requirements placed on the Owner by all applicable Laws and Regulations.
 - a. Publish the IFB advertisement at least twice in one or more newspapers of general circulation in the county in which the Work is to be performed.
 - b. Publish the second notice on or before the 10th day before the first date Bids may be submitted.
 3. As may be determined to be appropriate, send electronic notices to Subcontractor and Suppliers identified in accordance with Paragraph 2.01.D or any organization that

requests in advance that notices for Bids be sent to it on or before the date the first newspaper advertisement is published.

- B. Maintain a list of all entities that have requested Bid documents for any portion of the Project (plan holders) until Bids are received. Provide weekly updates of the plan holders list to the Engineer and Owner.
- C. Encourage multiple Subcontractors and Suppliers to submit Bids on the Project so that a minimum of three Bids are received for each trade or Work package.
- D. For any portion of the Work that the CMAR may wish to perform, CMAR must submit a Bid fully complying with all requirements for Bids from other Subcontractors and Suppliers. The CMAR may self-perform this portion of the Work if the Owner determines that the Bid of the CMAR provides the best value to the Owner.

3.03 PRE-BID CONFERENCES

- A. Except as approved by Owner in writing when requested by CMAR, for all Work packages, conduct a pre-Bid conference with prospective Subcontractor and Suppliers to familiarize them with:
 - 1. Scope of work included in Bid opportunity(ies).
 - 2. Special requirements of the Contract Documents.
 - 3. Small, disadvantaged, minority, and women-owned business requirements.
 - 4. Equal employment opportunity requirements.
 - 5. Prevailing wage requirements.
- B. Obtain responses from the Owner or Engineer to all questions at pre-Bid conferences which require a modification to the Contract Documents. Prepare a record of the discussions at the pre-Bid conference to assist the Owner or Engineer in preparing Addenda as appropriate. Review and comment on Addenda prepared by the Owner or Engineer to incorporate responses to questions raised during or as a result of the conference.
- C. CMAR shall invite Owner and Designers to conferences. Attendance shall be at the discretion of Owner and Designers.

3.04 CMAR SELF-PERFORMANCE AND CMAR TEAM MEMBER WORK

- A. For any Work packages that the CMAR or a CMAR Team Member will submit a Bid, the CMAR shall notify the Owner prior to any advertisement. The CMAR and Owner shall decide on the protocol for advertisement, pre-Bid conferences and opening of Bids. All Bids will be submitted directly to the Owner or the Engineer.

3.05 ADDENDA

- A. Receive Addenda prepared by the Engineer. Review Addenda for clarity, consistency, and coordination. CMAR is not acting in a manner to assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the Contract Documents by performing these reviews. Distribute Addenda regarding any changes in the Bid process or Contract Documents to all plan holders. Require verification from plan holders that Addenda have been received.

3.06 OPENING BIDS

- A. Open bids submitted by Subcontractors and Suppliers for all elements of Work not included in the General Conditions at the time and location so indicated in the advertisement for Bid or as altered by addendum sent to all plan holders. If less than three Bids are received CMAR will notify Owner prior to review and evaluation of Bids. Owner shall consult with CMAR prior to making decision as to continuation with procurement or cancellation of procurement and rebidding.
- B. Require sealed Bids submitted to Owner for all Work which the CMAR or CMAR Team Member proposes to perform with their own resources. CMAR or CMAR Team Member must also submit to Owner a sealed Bid for this work to be opened at the same time that other Bids for this Work are to be opened. CMAR or CMAR Team Member will be allowed to self-perform that Work for which they demonstrate best value in terms of cost, schedule, and quality of Work.
- C. Owner shall be given the opportunity to review Bids and participate in the evaluation of the Bids. Owner ~~shall~~ may concur with selection or ~~can~~ may require another Bid be selected in accordance with Texas Government Code Chapter 2269.256.
- D. Review all Bids submitted in the presence of the Owner and Engineer in a way that does not disclose the contents of the bid during the selection process to any entity other than the Owner, Engineer, and CMAR to the extent permitted by applicable law.
- E. Compare Bids received to the line-item budget prepared for the Project in accordance with Paragraph 2.03.D. Resolve discrepancies or overlaps in Work packages to eliminate duplications or the omission of elements of the Work that are not included in the General Conditions. Discuss each Bid received with the Owner and Engineer and recommend which Bid received will provide best value for the Owner.
- F. Evaluate any substitutions or alternate Bids submitted by Bidders. Engineer will evaluate the substitute or alternate Bids to determine the technical merit and to determine that the modifications offered are consistent with the intent of the Contract Documents. The Engineer will determine if the substitution or alternate is acceptable. Substitutions will be evaluated in accordance with the Contract Documents.
- G. Owner will adjust the Guaranteed Maximum Price if the Owner requires the CMAR to contract with a Subcontractor or Supplier different from the entity submitting the Bid on which the Guaranteed Maximum Price is based. This adjustment will be made in the Guaranteed Maximum Price or by Change Order if the Guaranteed Maximum Price has already been established by Amendment.
- H. Fulfill the contract requirements of any Subcontractor or Supplier that defaults in the performance of the Work or fails to execute a contract after being selected. The Work of this Subcontractor or Supplier may be performed directly by the CMAR or through a replacement Subcontractor or Supplier at the discretion of the CMAR and Owner. The Owner may direct the CMAR to obtain Bids for this Work if the cost proposed by the CMAR or substitute Subcontractor or Supplier for this Work differs from the line-item estimate by more than ten percent of the line-item amount. The CMAR will not be required to advertise for this Work as required in Paragraph 3.02.

- I. Make all Bids public after the award of contracts or not later than 7 days after the date of the final selection of bids or proposals.

3.07 OPTIONS FOR GMP PROPOSALS EXCEEDING THE PROJECT BUDGET

- A. Advise the Owner of market conditions, Bid issues, design issues, or other factors which may have an impact causing GMP Proposals to be higher than estimated in the Owner's Budget. Discuss opportunities for bringing the Project within Owner's Budget with the Owner and Engineer to assist with making a decision on how to proceed.
- B. Proceed with the Project if the option described in the Agreement Section 9.08 A is selected. Provide CMAR services as described in these Contract Documents without additional compensation for Pre-construction Services or Procurement Services. Other fees and expenses related to the cost of Work ~~will~~ may be adjusted in accordance with the new cost of Work.
- C. Proceed with re-Bidding portions of the Project if the option described in the Agreement Section 9.08 A. is selected. Determine if restructuring Work packages may lead to lower Bid prices. Re-Bid selected original Work packages or restructured Work packages for portions of the Work identified as having the potential to reduce the overall cost of construction to the Owner's Budget if re-Bid. Advise the Owner and Engineer of impact to the schedule resulting from re-Bidding portions of the Project. Provide CMAR Services for re-Bidding these portions of the Project without additional compensation.
- D. Assist Engineer and Owner in studies to revise the scope of the Project to bring the Project cost within the Owner's Budget. Provide research and cost estimates to evaluate the potential cost savings of each proposed change in scope. Advise the Owner and Engineer of impact to the schedule resulting from re-Bidding portions of the Project and changes in Contract Time that will result from the changed scope of Work. Provide CMAR services for consultation in modifying the Project scope and rebidding these portions of the Project without additional compensation.
- E. Revise the Project master schedule incorporating delays caused by actions taken to return Project scope to within the Owner's Budget.

4.00 CONSTRUCTION SERVICES

4.01 ADMINISTRATION AND MANAGEMENT SERVICES

- A. Provide administration and management of the Project, schedule Work and coordination of the Subcontractors and Suppliers, and manage construction Site safety, and all other duties and obligations that would be customary for a General Contractor to construct the Project in accordance with the Contract Documents. Undertake and complete the Work through self-performed Work, Subcontractors Work, and Suppliers Work in accordance with the Contract Documents. Maintain a competent staff, including the appropriate Key Personnel, at the Project, and the requirements of the General Conditions at all times that Work is in preparation or progress on the Project and establish and implement on-Site organization and authority so that the Work on the Project may be accomplished on-time and within the Guaranteed Maximum Price.

- B. The CMAR fee provides compensation for all Services not specifically identified as being included in the Cost of Work related to providing construction phase and post construction phase services.

4.02 TIME MANAGEMENT SERVICES

- A. Update the master schedule for the Project. Incorporate the schedules of Subcontractors and Suppliers into the master schedule and include allowances mutually agreeable to Owner, Engineer, and CMAR for reasonable periods required for the review and approval of items by the Engineer and the Owner and for approvals of governmental authorities having jurisdiction over the Project. Prepare schedules in accordance with the requirements of the Contract Documents
- B. Require each Subcontractor and Supplier to provide records for any materials that require long lead-time and to certify to the CMAR that such materials have been ordered for timely delivery to the Project. Review the sufficiency of the Subcontractor's and Suppliers' workforce and the number and types of equipment assigned and provided by each to the Project. Manage Subcontractors and Suppliers to maintain adequate workforce and equipment to complete the Project within the Contract Time.
- C. Comply with the requirements for time management included in the Contract Documents.

4.03 COST MANAGEMENT SERVICES

- A. Provide a revised anticipated cash flow based on the construction schedule that is consistent with the Guaranteed Maximum Price. Provide an Earned Value Report each month with the Application for Payment in the format prescribed by the Engineer. Maintain and audit report based on the preliminary base line cost breakdown developed during Procurement Services to show initial estimate, bids received, bid selected, amount awarded, and amount drawn against that amount each month. Show all funds used from contingency funds, and the current total for this amount.
- B. Comply with the requirements for cost management included in the Contract Documents.

4.04 QUALITY MANAGEMENT

- A. Implement the Quality Control Plan in accordance with the Contract Documents.
- B. Manage the quality of construction on the Project so that the completed Project will meet the requirements of the Contract Documents. Inspect the Work of each Subcontractor or Supplier for conformance with the Contract Documents. Correct defective Work performed by the CMAR, Subcontractors, or Suppliers. Report defective Work to the Owner and Engineer.
- C. Comply with the requirements for quality management included in the Contract Documents.

4.05 OTHER PROJECT PLANS IMPLEMENTATION

- A. Implement the Risk Management Plan
- B. Implement the Quality Control Plan
- C. Implement the Commissioning and Start-up Plan

D. Implement the Health and Safety Plan

4.06 WARRANTY CORRECTION WORK

A. Provide Services for the correction of defects in the Work during the warranty period and subsequent follow up on warranty items.

END OF EXHIBIT

EJCDC C-700 Standard General Conditions of the Construction Contract
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Standard General Conditions of the Construction Contract

City of Alvarado, Texas

Wastewater Treatment Plant Expansion

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

RFP Attachment 2

**STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT**

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Standard General Conditions of the Construction Contract

City of Alvarado, Texas

Wastewater Treatment Plant Expansion

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

Copyright © 2007 National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

The copyright for this EJCDC document is owned jointly by the four
EJCDC sponsoring organizations and held in trust for their benefit by NSPE.

EJCDC C-700 Standard General Conditions of the Construction Contract
Copyright © 2007 National Society of Professional Engineers for EJCDC. All rights reserved.

Standard General Conditions of the Construction Contract

City of Alvarado, Texas

Wastewater Treatment Plant Expansion

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology.....	1
1.01 Defined Terms	1
1.02 Terminology	6
Article 2 – Preliminary Matters	7
2.01 Delivery of Bonds and Evidence of Insurance	7
2.02 Copies of Documents	7
2.03 Commencement of Contract Times; Notice to Proceed	8
2.04 Starting the Work.....	8
2.05 Before Starting Construction.....	8
2.06 Preconstruction Conference; Designation of Authorized Representatives	8
2.07 Initial Acceptance of Schedules	9
Article 3 – Contract Documents: Intent, Amending, Reuse.....	9
3.01 Intent	9
3.02 Reference Standards	10
3.03 Reporting and Resolving Discrepancies	11
3.04 Amending and Supplementing Contract Documents	12
3.05 Reuse of Documents.....	12
3.06 Electronic Data	13
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points	13
4.01 Availability of Lands.....	13
4.02 Subsurface and Physical Conditions	14
4.03 Differing Subsurface or Physical Conditions	14
4.04 Underground Facilities	15
4.05 Reference Points	16
4.06 Hazardous Environmental Condition at Site.....	17
Article 5 – Bonds and Insurance	19
5.01 Performance, Payment, and Other Bonds	19
5.02 Licensed Sureties and Insurers.....	20
5.03 Certificates of Insurance.....	20
5.04 Contractor’s Insurance	20
5.05 Owner’s Liability Insurance.....	24
5.06 Property Insurance.....	24
5.07 Waiver of Rights.....	26
5.08 Receipt and Application of Insurance Proceeds	27
5.09 Acceptance of Bonds and Insurance; Option to Replace.....	27

5.10	Partial Utilization, Acknowledgment of Property Insurer	27
5.11	Owner's Insurance for Project	27
Article 6 – Contractor's Responsibilities		28
6.01	Supervision and Superintendence	28
6.02	Labor; Working Hours	28
6.03	Services, Materials, and Equipment.....	29
6.04	Progress Schedule.....	29
6.05	Substitutes and "Or-Equals"	29
6.06	Concerning Subcontractors, Suppliers, and Others	32
6.07	Patent Fees and Royalties.....	33
6.08	Permits	34
6.09	Laws and Regulations	34
6.10	Taxes	37
6.11	Use of Site and Other Areas	37
6.12	Record Documents	38
6.13	Safety and Protection.....	38
6.14	Safety Representative	39
6.15	Hazard Communication Programs	40
6.16	Emergencies.....	40
6.17	Shop Drawings and Samples.....	40
6.18	Continuing the Work	42
6.19	Contractor's General Warranty and Guarantee.....	43
6.20	Indemnification.....	43
6.21	Delegation of Professional Design Services	44
6.22	Standardization of Specifications.....	44
Article 7 – Other Work at the Site		45
7.01	Related Work at Site.....	45
7.02	Coordination	46
7.03	Legal Relationships	46
7.04	Claims between Contractors.....	46
Article 8 – Owner's Responsibilities		47
8.01	Communications to Contractor	47
8.02	Replacement of Engineer	47
8.03	Furnish Data	47
8.04	Pay When Due.....	47
8.05	Lands and Easements; Reports and Tests	48
8.06	Insurance.....	48
8.07	Change Orders	48
8.08	Inspections, Tests, and Approvals.....	48
8.09	Limitations on Owner's Responsibilities	48
8.10	Undisclosed Hazardous Environmental Condition.....	48
8.11	Evidence of Financial Arrangements	Error! Bookmark not defined.
8.12	Compliance with Safety Program	48

Article 9 – Engineer’s Status During Construction	49
9.01 Owner’s Representative	49
9.02 Visits to Site.....	49
9.03 Project Representative	49
9.04 Authorized Variations in Work	52
9.05 Rejecting Defective Work	52
9.06 Shop Drawings, Change Orders and Payments	53
9.07 Determinations for Unit Price Work	53
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work.....	53
9.09 Limitations on Engineer’s Authority and Responsibilities.....	53
9.10 Compliance with Safety Program	54
Article 10 – Changes in the Work; Claims.....	54
10.01 Authorized Changes in the Work.....	54
10.02 Unauthorized Changes in the Work	54
10.03 Execution of Change Orders	55
10.04 Notification to Surety	55
10.05 Claims	55
Article 11 – Cost of the Work; Allowances; Unit Price Work.....	56
11.01 Cost of the Work	56
11.02 Allowances	61
11.03 Unit Price Work.....	61
Article 12 – Change of Contract Price; Change of Contract Times.....	62
12.01 Change of Contract Price	62
12.02 Change of Contract Times.....	63
12.03 Delays	63
12.04 No Damage for Delays.....	63
Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work	64
13.01 Notice of Defects	64
13.02 Access to Work.....	65
13.03 Tests and Inspections.....	65
13.04 Uncovering Work	68
13.05 Owner May Stop the Work	68
13.06 Correction or Removal of Defective Work.....	69
13.07 Correction Period.....	69
13.08 Acceptance of Defective Work	70
13.09 Owner May Correct Defective Work.....	70
Article 14 – Payments to Contractor and Completion	71
14.01 Schedule of Values	71
14.02 Progress Payments.....	71
14.03 Contractor’s Warranty of Title.....	75
14.04 Substantial Completion	75
14.05 Partial Utilization.....	76
14.06 Final Inspection	76

14.07 Final Payment.....	76
14.08 Final Completion Delayed	77
14.09 Waiver of Claims.....	78
Article 15 – Suspension of Work and Termination.....	78
15.01 Owner May Suspend Work.....	78
15.02 Owner May Terminate for Cause.....	78
15.03 Owner May Terminate For Convenience	80
15.04 Contractor May Stop Work or Terminate.....	80
Article 16 – Dispute Resolution.....	81
16.01 Methods and Procedures	81
Article 17 – Miscellaneous	81
17.01 Giving Notice	81
17.02 Computation of Times.....	82
17.03 Cumulative Remedies.....	82
17.04 Survival of Obligations	82
17.05 Controlling Law.....	82
17.06 Headings	82
<u>17.07 Assignment</u>	<u>82</u>

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Services and the Work.
 3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
 5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 6. *Bidder*—~~The individual or entity who submits a Bid directly to Owner.~~ The Subcontractor, Supplier, individual or entity that submits a Bid or the CMAR that submits a Bid for self-performed Work.
 7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
 8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
 9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Services and the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral. Contract shall have the same meaning as Agreement.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—~~The individual or entity with whom Owner has entered into the Agreement.~~ In these Contract Documents, Contractor has the same meaning as the Construction Manager at Risk and CMAR.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions. There are no Supplementary Conditions for the general Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents. Work could include Tests and Inspections as specified in Section 13.03 B.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

52. Construction Manager at Risk or CMAR—The individual or entity with whom Owner has entered into the Agreement. The terms CMAR, Construction Manager at Risk and Contractor shall have the same meaning in these Contract Documents.
53. Owner's Budget—The amount budgeted by the Owner for the Services and the Work.
54. Guaranteed Maximum Price—The sum of the Construction Manager at Risk's construction services fee (CMAR Fee) established under Article 6 of the Agreement, the Cost of the Work established under Article 7 of the Agreement and expenditures for contingency funds as determined in Article 8 of the Agreement. Guaranteed Maximum Price shall have the same meaning as GMP.
55. Proposal Security—The financial security in the form of a bid bond provided by Proposer to the Owner at the time the Proposal is submitted until Performance, Payment and other bonds required by the Contract Documents in the amount of 100% of the Owner's Budget or Guaranteed Maximum Price are provided.
56. Modification—(a) Amendment; (b) Change Order; (c) Field Order; or (d) Work Change Directive.
57. Amendment—a written amendment to the Agreement that is duly authorized, approved or ratified by the Owner and duly authorized by the CMAR that provides for a material change, alteration or revision to the terms and conditions of the Agreement.
58. Guaranteed Maximum Price Proposal ("GMP Proposal")—means the proposal submitted by the CMAR which sets forth its GMP and all assumptions and clarifications concerning the Contract Documents and Project and the Scope of Work upon which the GMP is based. This term can be used for either the GMP Proposal for the entire Work or an Early Work Package GMP Proposal.
59. Guaranteed Maximum Price Amendment ("GMP Amendment")—means the document described in Article 9 of the Agreement, which is incorporated herein by reference.
60. Value Analysis—means the systematic application of recognized techniques by a multidiscipline team to identify the function of a product or service, establish a worth for that function, generate alternatives through the use of creative thinking and provide needed modifications to accomplish the original purpose of the Project, reliably, without sacrificing safety, necessary quality and environmental and performance attributes of the Project.
61. CMAR Team—means the team formed by the Proposer for purposes of responding to the RFP.

62. CMAR Team Member—means a corporate entity or firm or individual included in the CMAR Team or identified in the Proposal that will provide any of the Services for this Project.

1.02 Terminology

- A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.
2. “At no additional cost to Owner”, “With no extra compensation to CMAR”, “At CMAR’s own expense”, or similar words mean that the CMAR will perform the Work without any increase in the Contract Price. It is understood that the Cost of the Work is included in the Contract Price and will be performed at no additional cost to the Owner unless specifically stated otherwise.

C. *Day:*

1. ~~The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.~~ A “Calendar Day” shall be a day of 24 hours measured from midnight to the next midnight, and is any day of the year, with no days being excluded.
2. A “Working Day” shall be a day which permits construction of the principal units of the Work for a period of not less than 7 hours between 7:00 a.m. and 6:00 p.m. Working Days do not include days on which weather or other conditions not under the control of the CMAR prevent CMAR from working the 7 hours defining a Working Day. Working Days do not include Saturdays, Sundays or any of the following holidays: New Year, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving and Christmas Eve and Christmas Day.

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - a. does not conform to the Contract Documents; or

- b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
- c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

- 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.
 - 5. Specifications are written in modified brief style. Requirements apply to all Work of the same kind, class, and type even though the word "all" is not stated.
 - 6. Simple imperative sentence structure is used which places a verb as the first word in the sentence. It is understood that the words "furnish", "install", "provide", or similar words include the meaning of the phrase "The CMAR shall..." before these words.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ~~ten~~ five printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;
 2. a preliminary Schedule of Submittals; and
 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.
- B. Before undertaking each part of the Work, CMAR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CMAR shall promptly report in writing to the Engineer any conflict, error, ambiguity or discrepancy which the CMAR may discover and shall obtain a written interpretation from the Engineer before proceeding with any Work affected thereby. In the event of a conflict in the Drawings, Specifications, or other portions of the Contract Documents that were not reported to Owner prior to the submission of any applicable early work package or the GMP Proposal, the CMAR shall be deemed to have included the most expensive item in their early work package proposal or GMP Proposal.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all. Drawings and Specifications do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the CMAR and coordinated with the Engineer. Provide any Work, materials or equipment required for a complete and functional system even if they are not detailed or specified.
 - 1. The Contract requirements described in the General Conditions, Supplementary Conditions and General Requirements apply to each and all Specification Sections unless specifically noted otherwise.

2. Organization of Contract Documents is not intended to control or to lessen the responsibility of the CMAR when dividing Work among Subcontractors, or to establish the extent of Work to be performed by any trade, Subcontractor or Supplier. Specifications or details do not need to be indicated or specified in each Specification or Drawing. Items shown in the Contract Documents are applicable regardless of location in the Contract Documents.
 3. Standard paragraph titles and other identifications of subject matter in the Specifications are intended to aid in locating and recognizing various requirements of the Specifications. Titles do not define, limit, or otherwise restrict Specification text.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.
- D. Comply with the most stringent requirements where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, unless Contract Documents indicate otherwise.

Quantity or quality level shown or indicated shall be minimum to be provided or performed in every instance.

Actual installation may comply exactly with minimum quality indicated, or it may exceed that minimum within reasonable limits.

In complying with these requirements, indicated numeric values are minimum or maximum values, as noted, or appropriate for context of requirements.

Refer instances of uncertainty to the Engineer for a decision before proceeding.

- E. Provide materials and equipment comparable in quality to similar materials and equipment incorporated in the Project or as required to meet the minimum requirements of the application if the materials and equipment are shown in the Drawings but are not included in the Specifications.
- F. The Contract Documents comprise the entire Agreement between Owner and CMAR. The Contract Documents may be modified only by Amendment or Field Order or Change Order.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
- B. Comply with applicable construction industry standards as if bound or copied directly into the Contract Documents regardless of lack of reference in the Contract Documents. Apply provisions of the Contract Documents where Contract Documents include more stringent requirements than the referenced standards.

Standards referenced directly in the Contract Documents take precedence over standards that are not referenced but recognized in the construction industry as applicable.

Comply with standards not referenced but recognized in the construction industry as applicable for performance of the Work except as otherwise limited by the Contract Documents. The Engineer determines whether code or standard is applicable, or which of several are applicable.

Make copies of reference standards available as requested by Engineer or Owner.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
 - a. CMAR represents that he has familiarized himself with the nature and extent of the Contract Documents, Work, location, all local conditions, and Laws and Regulations that in any manner may affect performance of the Work, and represents that he has correlated his study and observations with the requirements of the Contract Documents. CMAR also represents that he has studied all conditions referred to in the Contract Documents and will make such additional surveys and investigations as he deems necessary for the performance of the Work at the Contract price in accordance with the requirements of the Contract Documents and that he has correlated the results of all such data with the requirements of the Contract Documents.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall

not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. ~~Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~ In the event of a conflict in the Drawings, Specifications, or other portions of the Contract Documents which were not reported prior to the submission of any applicable early work package or the GMP Proposal, the CMAR shall be deemed to have included the most expensive item, system, procedure, etc. in his submission of the early work package proposal or GMP Proposal.

B. Resolving Discrepancies:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 1. A Field Order;
 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
 3. Engineer's written interpretation or clarification.

3.05 Reuse of Documents

- A. Contractor and any Subcontractor or Supplier shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. ~~Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.~~ Nothing herein shall preclude CMAR from retaining copies of the Contract Documents for record purposes, unless specifically prohibited in writing by the Owner for security reasons. If the Owner so directs, CMAR shall surrender all copies of the construction Contract Documents and other related documents, in paper or digital format and remove these documents from computer equipment or storage devices as a condition of final payment.

3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and

Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

- C. ~~Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.~~ CMAR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. A copy of the written agreements for the use of such land shall be provided to the Owner for record purposes.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may reasonably rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly but no later than within 3 days after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments*:

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
 - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
 - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or
 - b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
 - c. Contractor failed to give the timely written notice as required by Paragraph 4.03.A.
3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents;
 - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly but no later than within 3 days after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

- ~~A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.~~

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

- ~~B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or~~
- ~~2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.~~

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in

writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~
- H. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.~~ **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CMAR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS,**

LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CMAR OR BY ANYONE FOR WHOM CMAR IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 4.06.H SHALL OBLIGATE CMAR TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.

- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish performance and payment bonds, meeting the requirements of Chapter 2253, Texas Government Code, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. Contractor shall furnish a maintenance bond agreeing to maintain and keep in good repair the work constructed and/or equipment furnished by Contractor for a period of two (2) years from the date of acceptance thereof, and to perform all necessary work toward the repair of any defective condition resulting from materials furnished or work and labor performed by the Contractor.
- C. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- D. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02. Failure of the CMAR to provide a satisfactory replacement bond may be considered an event of default under Article 15, Paragraph 15.02.
- E. CMAR or surety on behalf of CMAR shall promptly notify the Owner of all claims filed against the Payment Bond. When a claimant has satisfied the conditions prescribed by Texas Government Code 2253, the CMAR or surety on behalf of CMAR shall, with reasonable promptness, notify the claimant and Owner of the amounts that are undisputed and the basis for challenging any

amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the CMAR or surety on behalf of CMAR shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the CMAR or surety on behalf of CMAR to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the CMAR or surety as to such claim or otherwise constitute a waiver of the CMAR's or surety's defenses to, or right to dispute, such claim.

- F. Owner shall not be liable for payment of any costs or expenses of any claimant under Payment Bonds, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to claimants under Payment Bonds.

5.02 *Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.
- B. Sureties providing performance, payment and other bonds shall have an A.M. Best Company Rating of A-VIII or better. Insurance companies providing insurance required by Contract Documents shall have an A.M. Best Company Rating of A-VIII or better.

5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain in accordance with Paragraph 5.04.
- ~~B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.~~
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
 - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
 - b. by any other person for any other reason;
 5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- B. The policies of insurance required by this Paragraph 5.04 shall:
1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
 3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
 5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.
- C. Worker's Compensation and Employer's Liability Insurance required by Paragraph 5.04.A.1 and 5.04.A.2 is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

<u>Workers' Compensation, etc.,</u>	
1) State:	<u>Statutory</u>
2) Applicable Federal (e.g., Longshore)	<u>Statutory</u>
<u>Employers' Liability</u>	
1) Bodily Injury by Accident	<u>\$500,000</u>
2) Bodily Injury by Disease - Each Employee	<u>\$500,000</u>
3) Bodily Injury by Disease - Policy Limit	<u>\$500,000</u>
4) Maritime Coverage Endorsement	
<u>Insurance shall include a waiver of subrogation in favor of the Additional Insured identified in Paragraph 5.04.B.1.</u>	

- D. CMAR's Liability Insurance required by Paragraph 5.04.A.3, through 5.04.A.5 is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

<u>Insurance for Claims of Damages</u>	
1) General Aggregate (Except Products - Completed Operations)	<u>\$5,000,000 / Occurrence</u> <u>\$10,000,000 / Aggregate</u> <u>\$25,000,000 Umbrella</u> <u>Policy</u>
2) Products - Completed Operations Aggregate	<u>\$5,000,000 / Occurrence</u>

	<u>\$10,000,000 / Aggregate \$25,000,000 Umbrella Policy</u>
<u>3) Personal and Advertising Injury (One Person/Organization)</u>	<u>\$1,000,000</u>
<u>4) Each Occurrence (Bodily Injury and Property Damage)</u>	<u>\$1,000,000</u>
<u>5) Limit Per Person – Medical Expense</u>	<u>\$25,000</u>
<u>6) Personal Injury Liability coverage will include claims arising out of Employment Practices Liability, limited to coverage provided under standard contract.</u>	<u>\$1,000,000</u>
<u>7) Property Damage Liability insurance will provide explosion, collapse and underground coverage where applicable</u>	<u>\$1,000,000</u>
<u>8) Watercraft Liability Policy. Coverage shall apply to all self-propelled vessels</u>	<u>\$1,000,000</u>
<u>9) Excess Liability, Umbrella Form to include coverage of Watercraft Liability. General Aggregate - Each Occurrence</u>	<u>\$1,000,000</u>

CMAR's Liability Insurance shall also include completed operations and product liability coverage, and eliminate the exclusion with respect to property under the care, custody and control of CMAR. In lieu of elimination of the exclusion, CMAR may provide and maintain Installation Floater insurance for property under the care, custody, or control of CMAR. The Installation Floater insurance shall be a broad form or "All Peril" policy providing coverage for all materials, supplies, machinery, fixture, and equipment which will be incorporated into the Work. Coverage under the CMARs Installation Floater will include:

- faulty or defective workmanship, materials, maintenance or construction,
- cost to remove defective or damaged Work from the Site or to protect it from loss or damage,
- cost to cleanup and remove pollutants,
- coverage for testing and startup,
- any loss to property while in transit,
- any loss at the Site,
- any loss while in storage, both on-Site and off-Site, and
- any loss to temporary Work if the value is included in the Contract Price.

Coverage cannot be contingent on an external cause or risk or limited to property for which the CMAR is legally liable. CMAR's Installation Floater will provide limits of insurance adequate to cover the value of the installation. The CMAR will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment which will be incorporated into the Work while in transit or in storage. This

policy will include a waiver of subrogation for those listed as additional insured in these Supplemental Conditions in this paragraph 5.04.

- E. CMAR's Automobile Liability Insurance required by Paragraph 5.04.A.6 is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

<u>Bodily Injury:</u>	
<u>1) Each Person</u>	<u>\$1,000,000</u>
<u>2) Each Accident</u>	<u>\$1,000,000</u>
<u>Property Damage:</u>	
<u>1) Each Accident</u>	<u>\$1,000,000</u>
<u>Or</u>	
<u>2) Combined Single Limit (Bodily Injury and Property Damage)</u>	<u>\$1,000,000</u>

- F. Additional insured on all insurance policies in accordance with Paragraph 5.04.B.1 include:

City of Alvarado, Texas
Freese and Nichols, Inc.

- G. CMAR's Contractual Liability Insurance required by Paragraph 5.04.B.3 is to provide coverage for not less than the following amounts or greater where required by Laws and Regulations.

<u>CMAR's Contractual Liability Insurance</u>	
<u>1) General Aggregate</u>	<u>\$1,000,000</u>
<u>2) Each Occurrence (Bodily Injury and Property Damage)</u>	<u>\$1,000,000</u>

5.05 Owner's Liability Insurance

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents. In addition to the insurance required to be provided by CMAR under Paragraph 5.04, CMAR shall purchase and maintain for Owner, at no additional cost, Owner's Protective Liability insurance naming Owner as the named insured with insurance that will protect said parties against claims which may arise from operations under the Contract Documents. This coverage shall be from the same company that provides CMAR's liability insurance coverage, and in the same minimum amounts. The Engineer and Engineer's consultants are additional insured as their interest may appear including their officers, directors, agents and employees.

5.06 *Property Insurance*

- A. ~~Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:~~ CMAR shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to deductible amounts as may be provided by the Supplementary Conditions or required by Laws and regulations). The policies of insurance required to be purchased and maintained by CMAR in accordance with this Paragraph 5.06 shall comply with requirements of Paragraph 5.08. This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
 3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
 4. cover materials and equipment stored at the Site or at another location and in transit for incorporation in the Work from such storage locations that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
 5. allow for partial utilization of the Work by Owner;
 6. include testing and startup; and
 7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. ~~Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.~~ CMAR shall purchase and maintain such boiler and machinery insurance or additional property insurance

as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of those listed as an insured or listed as an additional insured in Paragraph 5.04.B.1.

- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.
- D. ~~Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.~~
- E. ~~If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.~~

5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. ~~Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:~~

1. ~~loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and~~
 2. ~~loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.~~
- C. ~~Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.~~

5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

5.11 *Owner's Insurance for Project*

- A. Owner shall not be responsible for purchasing and maintaining any insurance to protect the interest of the CMAR, Subcontractors, Engineers, or others in the Work. The stated limits of insurance required are minimum only. CMAR shall determine the limits that are adequate. These limits may be basic policy limits or any combination of basic limits and umbrella limits. In any event, CMAR is fully responsible for all losses arising out of, resulting from or connected with operations under this Contract whether or not said losses are covered by insurance. The acceptance of certificates or other evidence of insurance by the Owner, Engineer, and/or others listed as additional insured in Paragraph 5.04.B.1 that in any respect do not comply with the Contract requirements does not release the CMAR from compliance herewith.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents and properly executed by the CMAR.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. ~~Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer. Except as otherwise~~

required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, no Work shall be performed at the Site between 6:00 p.m. and 7:00 a.m. CMAR will not permit the performance of Work on a Saturday, Sunday, or any City holiday. Work performed on the Site between 6:00 p.m. and 7:00 a.m. and Work performed on Saturday, Sunday or any City holiday will be allowed only with the Owner's written consent, which shall not be unreasonably withheld. Should CMAR desire to Work on these days, he shall contact the Owner, in writing, for approval at least 48 hours in advance. Emergency Work may be done without prior permission. Tie-ins and connections to existing facilities will be made at time authorized by the Owner.

6.03 *Services, Materials, and Equipment*

- A. Contractor shall provide the services specified in the Contract Documents, including but not limited to Exhibit A- CMAR Services of the Construction Management At Risk Services Agreement. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

- A. ~~Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the~~

~~specification or description contains or is followed by words reading that no like, equivalent, or “or-equal” item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below. Where equipment and products are specified by name, no substitutes or “or-equal” will be considered or approved unless the term “or-equal” is included in the individual Specification. If substitutes or “or equals” are specifically permitted for consideration by the individual Specifications, they must be submitted and will be reviewed and evaluated in accordance with the provisions established in Paragraph 6.05 and in the General Requirements of the Specifications.~~

1. *“Or-Equal” Items:* If in Engineer’s sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an “or-equal” item, in which case review and approval of the proposed item may, in Engineer’s sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that:
 - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - 3) it has a proven record of performance and availability of responsive service.
 - b. Contractor certifies that, if approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
2. *Substitute Items:*
 - a. If in Engineer’s sole discretion an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
 - b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
 - 1) shall certify that the proposed substitute item will:
 - a) perform adequately the functions and achieve the results called for by the general design,
 - b) be similar in substance to that specified, and
 - c) be suited to the same use as that specified;
 - 2) will state:
 - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
 - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
 - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
 - 3) will identify:
 - a) all variations of the proposed substitute item from that specified, and
 - b) available engineering, sales, maintenance, repair, and replacement services; and
 - 4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole

judge of acceptability. ~~No “or equal” or substitute will be ordered, installed or utilized until Engineer’s review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an “or equal.”~~ “No “or-equal” or substitute will be ordered, installed or utilized until Engineer’s review is complete, which will be evidenced by either a Change Order or Field Order. Engineer will advise Contractor in writing of any negative determination.

- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor’s expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer’s Cost Reimbursement:* Engineer will record Engineer’s costs in evaluating a substitute or “or-equal” proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute or “or-equal” so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute or “or-equal”. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute or “or-equal”.
- F. *Contractor’s Expense:* Contractor shall provide all data in support of any proposed substitute or “or-equal” at Contractor’s expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the ~~Supplementary Conditions~~ Contract Documents require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the ~~Supplementary Conditions~~ Contract Documents, Owner’s acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.
- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor’s own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
 2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.
- H. Owner or Engineer may furnish to any such Subcontractor, Supplier, or other person or organization, to the extent practicable, information about amounts paid to CMAR in accordance with CMAR's Application for Payment on account of the particular Subcontractor's, Supplier's, other person's or other organization's Work.

6.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

- B. ~~To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.~~
- C. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.~~ **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CMAR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE NOT SPECIFIED IN THE CONTRACT DOCUMENTS.**

6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. ~~If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it~~

shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03. If CMAR performs any Work that it is contrary to Laws or Regulations, CMAR shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.
- D. All Bidders are required to complete and submit with their Bid the Vendor Compliance to State Law form, which follows the Proposal.
- E. Workers Compensation Statement for Building or Construction Projects for Government entities in Texas. Definitions included in 6.09.E pertain only to 6.09.E and are included verbatim as a statutory requirement of the State of Texas.

1. 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.

Duration of the Project - includes the time from the beginning of the Work on the project until the CMAR's/person's Work on the project has been completed and accepted by the governmental entity.

Persons providing services on the Project ("Subcontractor" in 406.096) - includes all persons or entities performing all or part of the services the CMAR has undertaken to perform on the project, regardless of whether that person contracted directly with the CMAR and regardless of whether that person has employees. This includes, without limitation, independent CMARs, 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.

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

3. The CMAR must provide a certificate of coverage to the governmental entity prior to being awarded the Contract.
4. If the coverage period shown on the CMAR's current certificate of coverage ends during the duration of the Project, the CMAR must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The CMAR shall obtain from each person providing services on a project, and provide to the governmental entity:
 - a. 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
 - b. no later than 7 days after receipt by the CMAR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The CMAR shall retain all required certificates of coverage for the duration of the Project and for 1 year thereafter.
7. The CMAR shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the CMAR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The CMAR 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.
9. The CMAR 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;
 - b. provide to the CMAR, prior to that person beginning Work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - c. provide the CMAR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - d. obtain from each other person with whom it contracts, and provide to the CMAR:
 - 1) a certificate of coverage, prior to the other person beginning Work on the project; and

- 2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - e. retain all required certificates of coverage on file for the duration of the project and for 1 year thereafter;
 - f. 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
 - g. 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.
10. By signing this Contract or providing or causing to be provided a certificate of coverage, the CMAR is representing to the governmental entity that all employees of the CMAR 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 CMAR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
 11. The CMAR's failure to comply with any of these provisions is a breach of Contract by the CMAR which entitles the governmental entity to declare the Contract void if the CMAR does not remedy the breach within 10 days after receipt of notice of breach from the governmental entity.

6.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work. The Owner qualifies as an exempt agency as defined by the statutes of the State of Texas. The CMAR shall comply with all statutes and rulings of the State Comptroller.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
 3. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.~~ **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CMAR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH OWNER OR OCCUPANT AGAINST OWNER, ENGINEER, OR ANY OTHER PARTY INDEMNIFIED HEREUNDER TO THE EXTENT CAUSED BY OR BASED UPON CMAR'S PERFORMANCE OF THE WORK.**
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. all persons on the Site or who may be affected by the Work;
 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion). The CMAR's duties and responsibilities for the safety or protection of persons or the Work or property at the Site or adjacent thereto shall be reinstated when any additional efforts are required during the 1 year correction period to correct defects in the Work.

6.14 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. ~~If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.~~ If Engineer determines that the incident giving rise to the emergency action was not the responsibility of the CMAR and that a change in the Contract Documents is required because of the action taken by CMAR in response to such an emergency, a Change Order, Field Order or Work Change Directive will be issued.

6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*

- a. Submit number of copies specified in the General Requirements.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

- a. Submit number of Samples specified in the Specifications.
- b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:
 - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
3. ~~With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.~~ With each submittal, CMAR shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents on a Shop Drawing Deviation Request form provided by the Engineer and request that a Field Order or Change Order be issued for each of the specific variations submitted for approval. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. ~~Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.~~ Engineer's review and approval shall not relieve CMAR from responsibility for any variation from the requirements of the Contract Documents unless CMAR has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation issuing a Field Order or Change Order. If the proposed Modification is approved by the Engineer, the submittal will be considered to be in strict compliance with the Contract Documents and it will be reviewed in accordance with the Contract Documents. If the proposed Modification is not approved, the submittal will be returned to the CMAR with appropriate comments. Engineer's review and approval shall not relieve CMAR from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. ~~Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.~~ CMAR shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Re-submittals shall reference and respond directly to Engineer's previous comments. Any variations from strict compliance with the Contract Documents will be identified in the same manner as required in Paragraph 6.17.C.3 and will require the same approvals.
- F. CMAR shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than two submittals. Engineer will record Engineer's time for reviewing subsequent submittals of Shop Drawings, samples, or other items requiring approval and CMAR shall reimburse Owner for Engineer's charges for such time.
- G. In the event that CMAR requests a change of a previously approved item, CMAR shall reimburse Owner for Engineer's charges for its review time unless the need for such change is beyond the control of CMAR.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor

may otherwise agree in writing. CMAR assumes and bears responsibility for all costs and time delays associated with any variation from the requirements of the Contract Documents.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
 - 1. observations by Engineer;
 - 2. recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. use or occupancy of the Work or any part thereof by Owner;
 - 5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
 - 6. any inspection, test, or approval by others; or
 - 7. any correction of defective Work by Owner.

6.20 *Indemnification*

- A. ~~To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or~~

~~any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.~~ **TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CMAR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER AND ENGINEER, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM BUT ONLY TO THE EXTENT CAUSED BY ANY INTENTIONAL, KNOWING, AND/OR NEGLIGENT ACT OR OMISSION OF CMAR, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.**

- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. ~~The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:~~
- ~~1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or~~
 - ~~2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.~~

6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed

professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

6.22 **[NOT USED]**

ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:
 - 1. written notice thereof will be given to Contractor prior to starting any such other work; and
 - 2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

- C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. ~~Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.~~
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

7.04 *Claims between Contractors*

- A. Should CMAR cause damage to the Work or property of any other contractor at the Site, or should any claim arising out of CMAR's performance of the Work at the Site be made by any other contractor against CMAR, Owner, Engineer, or the construction coordinator, then CMAR (without involving Owner, Engineer, or construction coordinator) shall either (1) remedy the damage, (2) agree to compensate the other contractor for remedy of the damage, or (3) remedy the damage and attempt to settle with such other contractor by agreement, or otherwise resolve the dispute by arbitration or at law.
- B. **CMAR SHALL, TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ENGINEER, THE CONSTRUCTION COORDINATOR AND THE OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS AND OTHER CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES AND DAMAGES (INCLUDING, BUT NOT LIMITED TO, FEES AND CHARGES OF ENGINEERS,**

ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND COURT AND ARBITRATION COSTS) ARISING DIRECTLY, INDIRECTLY OR CONSEQUENTIALLY OUT OF ANY ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY OTHER CONTRACTOR AGAINST OWNER, ENGINEER, CONSULTANTS, OR THE CONSTRUCTION COORDINATOR TO THE EXTENT SAID CLAIM IS BASED ON OR ARISES OUT OF CMAR'S PERFORMANCE OF THE WORK. SHOULD ANOTHER CONTRACTOR CAUSE DAMAGE TO THE WORK OR PROPERTY OF CMAR OR SHOULD THE PERFORMANCE OF WORK BY ANY OTHER CONTRACTOR AT THE SITE GIVE RISE TO ANY OTHER CLAIM, CMAR SHALL NOT INSTITUTE ANY ACTION, LEGAL OR EQUITABLE, AGAINST OWNER, ENGINEER, OR THE CONSTRUCTION COORDINATOR OR PERMIT ANY ACTION AGAINST ANY OF THEM TO BE MAINTAINED AND CONTINUED IN ITS NAME OR FOR ITS BENEFIT IN ANY COURT OR BEFORE ANY ARBITER WHICH SEEKS TO IMPOSE LIABILITY ON OR TO RECOVER DAMAGES FROM OWNER, ENGINEER, OR THE CONSTRUCTION COORDINATOR ON ACCOUNT OF ANY SUCH DAMAGE OR CLAIM.

- C. If CMAR is delayed at any time in performing or furnishing the Work by any act or neglect of Owner or another contractor who is not directly or indirectly under the control of CMAR, and Owner and CMAR are unable to agree as to the extent of any adjustment in Contract Times attributable thereto, CMAR may make a Claim for an extension of times in accordance with Article 12. An extension of the Contract Times shall be CMAR's exclusive remedy with respect to Owner, Engineer, and construction coordinator for any delay, disruption, interference, or hindrance caused by any other contractor – there shall be no adjustment of the Contract Price allowed. This paragraph does not prevent recovery from Owner, Engineer, or construction coordinator for activities that are their respective responsibilities.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 Communications to Contractor

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 Replacement of Engineer

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 Pay When Due

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

- ~~A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.~~

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER’S STATUS DURING CONSTRUCTION

9.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.
- B. The Resident Project Representative (the “RPR”) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and CMAR. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of CMAR. The RPR shall:

1. Schedules: Review the Progress Schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by CMAR and consult with Engineer concerning acceptability.
2. Conferences and Meetings: Attend meetings with CMAR, such as preconstruction conferences, progress meetings, job conferences and other Project-related meetings, and prepare and circulate copies of minutes thereof.
3. Liaison:
 - a. Serve as Engineer's liaison with CMAR, working principally through CMAR's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with CMAR when CMAR's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to CMAR clarifications and interpretations as issued by Engineer.
5. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by CMAR, and notify Engineer of availability of Samples for examination.
6. Changes Consider and evaluate CMAR's suggestions for changes in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to CMAR in writing decisions as issued by Engineer.
7. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of CMAR's Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of CMAR's Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of Work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
8. Inspections, Tests, and System Startups:

- a. Verify that tests, equipment, and systems startups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that CMAR maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.
9. Records:
- a. Record names, addresses, fax numbers, e-mail addresses, website locations, and telephone numbers of all, Subcontractors, and major Suppliers of materials and equipment.
 - b. Maintain records for use in preparing Project documentation.
10. Reports:
- a. Furnish to Engineer periodic reports as required of progress of the Work and of CMAR's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from CMAR.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
11. Payment Requests: Review Applications for Payment with CMAR for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
12. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, Operation and Maintenance Manuals and other data required by the Specifications to be assembled and furnished by CMAR are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
13. Completion:
- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - b. Participate in a final inspection in the company of Engineer, Owner, and CMAR and prepare a final list of items to be completed and deficiencies to be remedied.
 - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of CMAR, Subcontractors, Suppliers, or CMAR’s superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of CMAR’s Work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or CMAR.
6. Participate in specialized field or laboratory tests or inspections conducted off-Site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than CMAR.
8. Authorize Owner to occupy the Project in whole or in part.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05. The CMAR shall notify the Engineer in writing prior to beginning any Work addressed in a Field Order if the CMAR does not agree that the Work involved represents no additional cost and/or time change in the Contract Documents.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.
- C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.
- D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.
- B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.
- C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.
- D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any

authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an

emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:
1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
 2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
 3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.
- B. CMAR assumes and bears responsibility for all costs and time delays associated with any variation from the requirements of the Contract Documents unless the variation is specifically approved by Change Order.

10.04 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than ~~30~~ 07 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within ~~60~~ 30 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or

more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The parties agree and acknowledge that the ability to accurately determine causation, liability, and proper adjustments to the Contract Time and/or Contract Price under these conditions are extremely time sensitive. It is anticipated that a failure by CMAR to provide the aforementioned notice(s) and / or supporting documents within the prescribed deadlines would greatly frustrate if not make impossible the task of accurately analyzing the Claim. As such, CMAR hereby agrees and any failure by CMAR to provide the aforementioned notice(s) and / or supporting documents within the prescribed deadlines shall constitute an unequivocal waiver of said Claim, if any. The opposing party shall submit any response to Engineer and the claimant within ~~30~~ 07 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:
1. deny the Claim in whole or in part;
 2. approve the Claim; or
 3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 Cost of the Work

- A. *Costs Included:* ~~The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of~~

the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. ~~Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.~~
2. ~~Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.~~
3. ~~Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.~~
4. ~~Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.~~
5. ~~Supplemental costs including the following:~~
 - a. ~~The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.~~
 - b. ~~Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.~~
 - c. ~~Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of~~

~~said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.~~

- ~~d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.~~
- ~~e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.~~
- ~~f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.~~
- ~~g. The cost of utilities, fuel, and sanitary facilities at the Site.~~
- ~~h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.~~
- ~~i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.~~

~~B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:~~

- ~~1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.~~
- ~~2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.~~
- ~~3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.~~
- ~~4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited~~

to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. ~~Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.~~

C. ~~Contractor's Fee:~~ When all the Work is performed on the basis of cost plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. ~~Documentation:~~ Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.01 Cost of the Work

A. Costs Included: The term Cost of the Work means the sum of:

1. All costs itemized below that are necessarily incurred or paid by the Contractor in the proper performance of the Work:
 - a. Payments made by Contractor to Subcontractors for Work performed by Subcontractors and payments made to Contractor for self-performed work if Contractor is a Bidder and is awarded the Work by Owner in accordance with Chapter 2269 of the Texas Government Code and Article 13 of the Agreement. If required by Owner, Contractor shall obtain competitive Bids from subcontractors acceptable to Owner and Contractor and shall deliver such Bids to Owner, who will then determine, with the advice of Engineer, which Bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 - b. Cost of special consultants, including engineers, architects, surveyors, and testing laboratories, employed by Contractor for services specifically related to the Work.
 - c. General Conditions: The following costs shall be called "General Conditions." Contractor shall be compensated for these costs on a flat fee basis. The flat fee shall be calculated as the sum of costs described in Articles 11.01(A)(1)(a) and (b), multiplied by that General Conditions percentage that will be negotiated at the time of the Guaranteed Maximum Price Amendment. set forth in Section 2.02 of the Cost Proposal. The intent is that the CMAR is to be paid General Conditions based upon a constant percentage of the

Subcontractor costs, bid-and-self-performed Work costs, materials and equipment costs, and special consultant costs. It is understood that the actual costs incurred by the Contractor for these General Conditions may, in fact, be more or less than that which is calculated with this agreed-upon formula. Both Owner and Contractor agree to be bound by said formula, regardless of the actual General Conditions costs incurred. The following costs are considered General Conditions and shall be paid in accordance with the aforementioned flat fee General Conditions formula:

- 1) All Contractor labor and management costs of any kind ~~for General Conditions.~~
- 2) All Contractor transportation costs, travel costs, and subsistence expenses of any kind.
- 3) The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.
- 4) Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities (including those temporary facilities of the owner) at the Site, and hand tools not owned by the workers.
- 5) Rentals of all construction equipment and machinery, and the parts thereof, as well as the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof ~~of Contractor for the General Conditions.~~
- 6) Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- 7) Deposits lost.
- 8) Losses and damages (and related expenses) caused by damage to the Work.
- 9) The cost of utilities, fuel, and sanitary facilities at the Site.
- 10) Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- 11) Expenses of Contractor's office at the Site.
- 12) Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work.
- 13) ~~EXCEPTION: It is understood that it may become necessary to construct long-term housing facilities at or near the Project site. If a Change Order authorizing such Work is approved by Owner, the cost of constructing such temporary long-term housing facilities would fall outside of the definition of General Conditions set forth above, and be governed by the Change Order provisions of the Contract Documents.~~

B. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A, Contractor will establish and maintain records thereof in accordance with

generally accepted accounting practices and submit in a form and at intervals acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
1. Contractor agrees that:
 - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- ~~D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:~~

- ~~1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~
- ~~2. there is no corresponding adjustment with respect to any other item of Work; and~~
- ~~3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.~~

D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. If the total cost of a particular item of Unit Price Work amounts to 20 percent or more of the total Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the CMAR differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement; and
2. if there is no corresponding adjustment with respect to any other item of Work; and
3. if CMAR believes that CMAR has incurred additional expense as a result thereof; or if Owner believes that the quantity variation entitles Owner to an adjustment in the Unit Price, either the Owner or CMAR may make a claim for an adjustment in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the effect of any such variation in the quantity of the Unit Price Work performed.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 Change of Contract Price

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
 1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
 2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
 3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be in the same percentage set forth in Article 6.01 of the Agreement as determined as follows:

- ~~1. a mutually acceptable fixed fee; or~~
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - ~~a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;~~
 - ~~b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;~~
 - ~~c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;~~
 - ~~d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;~~
 - ~~e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and~~
 - ~~f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.~~

12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God. No time extensions will be allowed for weather conditions for Projects using Calendar Days for

the Contract Time. The CMAR agrees to make no Claims for an adjustment in the Contract Price for damage due to delay in the performance of the Contract occasioned by any act or omission to act of the Owner, Engineer, or any of the Engineer's or Owner's agents and/or contractors, and agrees that any such claim shall be fully compensated by an extension of the Contract Time, as set forth in a Change Order, to complete performance of the Work as provided herein.

- B. ~~If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.~~
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C. The CMAR agrees to make no Claims for an adjustment in the Contract Price for damage due to delay in the performance of the Work occasioned by fire, flood, epidemic, abnormal weather conditions, acts of God, or other causes not the fault of and beyond control of Owner and Contractor, and agrees that any such claim shall be fully compensated by an extension of the Contract Time, as set forth in a Change Order, to complete performance of the Work as provided herein.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

12.04 No Damage for Delays

- A. The CMAR agrees to make no Claim for an adjustment in the Contract Price for damage due to delay in the performance of the Contract occasioned by any act or omission to act of the Owner, Engineer, or any of the Engineer's or Owner's agents and/or contractors, and agrees that any such claim shall be fully compensated by an extension of the Contract Time, as set forth in a Change Order, to complete performance of the Work as provided herein..

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- ~~B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
 - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
 - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
 - 3. as otherwise specifically provided in the Contract Documents.~~

B. CMAR shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. The CMAR is solely responsible for maintaining that the quality of Work is in accordance with the Contract Documents. The CMAR shall be responsible for the notification and scheduling required assuring that a certified technician from the testing laboratory is present during all sampling and testing procedures required in the Contract Documents. The CMAR shall not proceed with Work requiring such testing without the presence of the laboratory's certified technician. The Owner, at his option, may perform additional tests as quality monitoring. Quality monitoring activities of the Owner and Engineer, or failure on the part of the Owner or Engineer to perform tests on Work, in no way relieves the CMAR of the obligation to perform Work and furnish materials conforming to the Contract Documents.

1. CMAR's Responsibilities

- a. Control the quality of Work produced and verify that the Work performed meets the standards of quality established in the Contract Documents.
 - 1. Inspect and verify conformance of all materials furnished and Work performed, whether by the CMAR, its Subcontractors or its Suppliers.

2. Provide and pay for the services of a testing laboratory approved by Owner to insure that products proposed for use fully comply with the Contract Documents.
 3. Perform tests as indicated in this and other sections of the Specifications. Schedule the time and sequence of testing with the Owner and Engineer. Testing is to be observed by the Owner, Engineer, or designated representative.
 4. Promptly replace any defective materials and/or Work incorporating defective materials or workmanship.
 5. Provide Certified Test Reports as required by the “Submittal Procedures” Section. Reports are to indicate that materials and construction are in compliance with the Contract Documents.
 6. Assist the Engineer, Owner, and Owner’s testing organization to perform quality monitoring activities.
2. Quality Monitoring Activities by the Owner
- a. Quality Monitoring activities of the Owner and Engineer through their own forces or through contracts with materials testing laboratories and survey crews are for the Owner’s use in monitoring the results of the CMAR’s Work and quality control activities, if deemed necessary by the Owner and Engineer. The Quality Monitoring activities of the Owner do not relieve the CMAR of its responsibility to provide testing in accordance with the requirements of the Contract Documents or to provide materials and Work complying with the Contract Documents.
3. Submittals
- a. Submittals shall be accordance with the “Submittal Procedures” Section, and shall include:
 1. The name of the proposed primary and secondary testing laboratories along with documentation of qualifications, a list of tests that can be performed, and a list of the certified laboratory technicians and the licensed engineers who will be performing the sampling and testing for the Work along with their certifications and licenses.
 2. Test reports per Paragraph 7 “Test Reports”.
4. Standards
- a. Provide a testing laboratory that complies with the ASTM (American Society of Testing Materials) and/or ACIL (American Council of Independent Laboratories) “Recommended Requirements for Independent Laboratory Qualifications”, or other specified testing organizations.
 - b. Perform tests listed in the Specifications.
5. Delivery and Storage

- a. Handle and protect test specimens of products and construction materials at the construction Site in accordance with ASTM or other applicable testing procedures.

6. Verification Testing

- a. Provide verification testing when tests performed by the Owner indicate that materials or the results of construction activities are not in conformance with Contract Documents.
- b. Verification testing is to be provided at the CMAR's expense to verify products or Work are in compliance after corrections have been made.
- c. Tests must comply with recognized methods or with methods recommended by the Owner's testing laboratory and approved by the Engineer.

7. Test Reports

A. Test reports are to be prepared for all tests.

- 1. Tests performed by testing laboratories may be submitted on their standard test report forms. These reports must include the following:
 - a. Name of the Owner, Project title and number, equipment installer and general CMAR.
 - b. Name of the laboratory, address, and telephone number.
 - c. Name and signature of the certified laboratory personnel performing the sampling and testing.
 - d. Date and time of sampling, inspection, and testing.
 - e. Date the report was issued.
 - f. Description of the test performed.
 - g. Weather conditions and temperature at time of test or sampling.
 - h. Location at the Site or structure where the test was taken.
 - i. Standard or test procedure used in making the test.
 - j. A description of the results of the test.
 - k. Statement of compliance or non-compliance with Contract Documents.
 - l. Interpretations of test results, if appropriate.

B. Distribute copies of the test reports to:

<u>Recipient</u>	<u>No.of Copies</u>
<u>Owner</u>	<u>2 copies</u>
<u>Resident Project Representative</u>	<u>1 copy</u>
<u>Engineer</u>	<u>1 copy</u>
<u>CMAR</u>	<u>1 copy</u>

8. Non-Conforming Work

- A. CMAR shall promptly correct any Work that is not in compliance with the Contract Documents and shall immediately notify the Owner when the corrective Work will be performed.
 - B. Payment for non-conforming Work shall be withheld until such Work is corrected or replaced with Work complying with the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.
- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 Uncovering Work

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

- A. When early acceptance of a Substantially Completed portion of the Work is accomplished in the manner indicated, the correction period for that portion of the Work shall commence at the time of Substantial Completion of that Work. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. repair such defective land or areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.
- B. Contractor shall be paid one hundred and twenty thousand dollars (\$120,000) for Preconstruction Services and forty thousand dollars (\$40,000) for Procurement Services as specified in Exhibit A of the Construction Management At Risk Services Agreement.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. ~~At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.~~ On the first Working Day following the 25th of each month, CMAR shall submit to Owner for review an Application for Payment filled out and signed by CMAR covering the Work completed as of the date of the Application and

accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications:

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

- b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
- 4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work, or
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
- 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
 - d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due:

- 1. ~~Ten~~ Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment:

- 1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
 - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - c. there are other items entitling Owner to a set-off against the amount recommended;
 - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A;
 - e. Owner has been notified of failure to make payments to Subcontractors or Suppliers or for labor;
 - f. failure to submit up-to-date record documents as required by GC-6.12,;
 - g. failure to submit monthly Progress Schedule updates or revised schedules as requested by the Owner or Engineer; or
 - h. failure to provide Project photographs required by Specifications.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action to Owner's satisfaction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 ~~and subject to interest as provided in the Agreement.~~
 4. Owner may permanently withhold payment from Contract Price for
 - a. liquidated damages incurred by CMAR, or
 - b. compensation for Engineer for overtime charges of Resident Project Representative, third review of submittals, review of substitutions, re-inspection fees, inspections or designs related to correction of defective Work, or other Services identified as requiring payment by the CMAR. Compensation will be based on the following rates:

Position	Hourly Rate
Principal in Charge	\$275
Project Manager	\$205
Project Engineer	\$165
Construction Manager	\$165

Resident Engineer	\$145
Resident Project Representative	\$125
Senior Resident Representative	\$160
Design Engineer	\$145
Engineering Technician	\$115
Clerk	\$60
Expenses will be billed at the actual cost multiplied by 1.15.	

- c. Costs for tests performed by the Owner to verify that Work previously tested and found to be defective has been corrected. Verification testing is to be provided at the CMAR's expense to verify products or Work are in compliance after corrections have been made.

14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
 - 2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
 - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
 - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete

or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;
 - b. consent of the surety, if any, to final payment;
 - c. a list of all Claims against Owner that Contractor believes are unsettled; and
 - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. Engineer's Review of Application and Acceptance:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due:

1. ~~Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor. The first Working Day following the 20th day of the second month following the submittal of the final Application for Payment and accompanying documentation, the amount recommended by the Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to CMAR.~~

14.08 Final Completion Delayed

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 Waiver of Claims

- A. ~~The making and acceptance of final payment will constitute:~~
 1. ~~a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and~~
 2. ~~a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.~~

The making and acceptance of final payment will constitute a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so

fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
 2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
 3. Contractor's repeated disregard of the authority of Engineer; or
 4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
 5. If CMAR fails to provide the replacement bond required by General Conditions, Section 5.01.C or insurance coverage as required by General Conditions Article 5.
 6. If any petition of bankruptcy is filed by or against CMAR, or if CMAR is adjudged as bankrupt or insolvent or makes a general assignment for the benefit of creditors, or if a receiver is appointed for the benefit of CMAR's creditors, or if a receiver is appointed on account of CMAR's insolvency, upon the occurrence of any such event, Owner shall be entitled to request of CMAR or its successor in interest adequate assurance of future performance in accordance with the terms and conditions hereof. Failure to comply with such request within 7 days of delivery of the request shall entitle Owner to terminate this Agreement and to the accompanying rights set forth in Paragraphs 15.02 and 15.03 hereof. In all events pending receipt of adequate assurance of performance and actual performance in accordance therewith, Owner shall be entitled to proceed with the Work with its own forces or with other contractors on a time and material or other appropriate basis. The Cost of Work by Owner or other contractors will be back charged against the Contract Sum hereof.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);
 2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
 3. complete the Work as Owner may deem expedient.

- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. ~~If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.~~

15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
 - 3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
 - 4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

- ~~A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.~~
- ~~B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.~~
- ~~C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:~~
 - ~~1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or~~
 - ~~2. agrees with the other party to submit the Claim to another dispute resolution process; or~~
 - ~~3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.~~
- A. Owner and CMAR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Law.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
 - 1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
 - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

- A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- B. All references and conditions for a "Calendar Day Contract" in the General Conditions shall apply for a "Fixed Date Contract." A "Fixed Date Contract" is one in which the calendar dates for reaching Substantial Completion and/or final completion are specified in lieu of identifying the actual Calendar Days involved.

17.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

- A. This Contract is to be governed by the law of the ~~state in which the Project is located~~ State of Texas.

17.06 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

17.07 *Assignment*

- A. This Contract may not be assigned in whole or in part by the CMAR without the prior written consent of the Owner.

17.08 *Property of Political Subdivision*

- A. It is distinctly understood that by virtue of his Contract, no mechanic, contractor, materialmen, artisan, laborer, or subcontractor, whether skilled or unskilled, shall eve in any matter have, claim, or acquire any lien upon the project of whatever nature or kind so erected or to be erected by cirtue of this Contract, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Texas.

17.09 *Prevailing Wages*

- A. Attention is called to the Government Code, Chapter 2258, Prevailing Wage Rates. Among other things, this Chapter provides that it shall be mandatory upon the Contractor and upon any subcontractor under him to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the Contract. No claims for additional compensation shall be considered by Owner because of payments of wage rates in excess of the applicable rate provided herein.

17.10 *Immunities*

- A. Contractor stipulates that Owner is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law

Proposal for

WASTEWATER TREATMENT PLANT EXPANSION

Construction Manager at Risk Services for the
City of Alvarado

May 16, 2022

SUBMITTED TO:

City Secretary
City of Alvarado
104 W. College
Alvarado, TX 76009
Attn: **Paul DeBuff, City Manager**

SUBMITTED BY:

Archer Western Construction, LLC
1411 Greenway Dr.
Irving, Texas 75038





TABLE OF CONTENTS

SECTION 1: COVER LETTER AND PROPOSAL TRANSMITTAL LETTER

Cover Letter	2 Pages
Proposal Transmittal Letter	Proposal Form 1
Vendor Compliance to State Law	Proposal Form 2
Conflict of Interest Questionnaire	Proposal Form 3
Agreement Comments	Proposal Form 12
Bid Bond	
Signature Authority	
Certificate of Filing	

SECTION 2: PROPOSER AND TEAM PROFILES – CORPORATE QUALIFICATIONS AND EXPERIENCE

CMAR Profile Narrative	3 Pages
Safety Approach & Record	

SECTION 3: PROPOSER AND TEAM SIMILAR PROJECTS - QUALIFICATIONS AND EXPERIENCE

Project Information	2 Pages/Project
CMAR Experience	2 Pages

SECTION 4: PROJECT ORGANIZATION AND PERSONNEL

A. CMAR Roles & Services	2 Pages
B. Organizational Chart & Current Work Commitments	
C. Resumes (see Section 8)	
D. Roles & Working Relationships	

SECTION 5: CMAR PROJECT APPROACH

Approach Narrative	10 Pages
--------------------------	----------

SECTION 6: FINANCIAL AND PERFORMANCE INFORMATION

Surety Letter of Intent	Proposal Form 4
Insurance Letter of Intent	Proposal Form 5
Financial Resources Data (See Separate Envelope)	Proposal Form 6
Bank Credit Reference Form	Proposal Form 7
Financial and Risk Questions	Proposal Form 8
Senate Bill 13 Verification	Proposal Form 10
Senate Bill 19 Verification	Proposal Form 11

SECTION 7: COST PROPOSAL

Cost Proposal (See Separate Envelope)	Proposal Form 9
---	-----------------

TABLE OF CONTENTS (CONT.)

SECTION 8: RESUMES

Project Executive, Mark Tepera	2 Pages
Project Manager, Michael Suarez	2 Pages
Project Superintendent, Bret Skaggs	2 Pages
Preconstruction Services Manager, Suzanne Dawson	2 Pages
Asst. Project Manager, Tyler Raughton.....	2 Pages
Quality Control Manager, Michael Roon	2 Pages
Safety Officer, Mario Gomez	2 Pages
Chief Estimator, John Harbison.....	2 Pages
Chief Estimator, Jeff Scott	2 Pages





SECTION 1

COVER LETTER AND PROPOSAL TRANSMITTAL LETTER





May 16, 2022

Paul DeBuff, City Manager
City of Alvarado
104 W. College
Alvarado, TX 76009

Re: Proposal for Construction Manager at Risk (CMAR) Services for the City of Alvarado Wastewater Treatment Plant Expansion Project

Dear Selection Committee,

Archer Western Construction, LLC (AW) is pleased to submit our proposal for the Wastewater Treatment Plant Expansion project. The following information is submitted in accordance with the instructions of your Request for Proposal and is effective for sixty (60) days as requested.

The City of Alvarado provides wastewater services to residential, commercial, and industrial users within the city limits of Alvarado, Texas. We understand the City of Alvarado currently owns and operates a 0.6 million gallon per day (MGD) wastewater treatment plant. To accommodate proposed developments and associated cost sharing agreements with developers, the City requires a 0.8 MGD expansion of the existing wastewater treatment plant to be delivered on-time and on-budget. By choosing AW, the City gains a team of experts seasoned in both wastewater treatment plant and the CMAR delivery method. We are confident the selection committee will find our qualifications, experience, and proposed key personnel aptly suited for the City's needs.

As the CMAR, AW will work hand in hand with the City of Alvarado and its selected design engineer Freese and Nichols (FNI), to bring design to 100-percent, develop and procure bid packages, create guarantees of maximum price (GMPs), and manage construction of the project. We have partnered with Freese and Nichols for over 20 years on various hard bid and collaborative delivery projects, and look forward to building a strong relationship with the City of Alvarado on the Wastewater Treatment Plant Expansion project.

Our proposed key personnel are **local** and are currently completing the Design-Build Village Creek Biosolids project. Their history provides a wealth of applicable experience and proven management systems that we will contribute to this venture. Archer Western seeks to build a candid relationship with the City, providing advice and feedback on materials and methods. We truly are a partner the City can rely on to deliver the CMAR Wastewater Treatment Plant Expansion project.

- **Project Executive, Mark Tepera** has been a leader in our region for the past 27 years and has worked on many Collaborative Delivery Projects throughout his career.
- **Project Manager, Michael Suarez** has led numerous successful water and wastewater treatment plant projects in North Texas, several utilizing the collaborative delivery method. He has been with AW for the past 19 years, and is a highly sought after Construction Manager.
- **Project Superintendent & Scheduler, Bret Skaggs** has 15 years of construction industry expertise involving collaborative delivery. He is responsible for the completion of all project phases, is quick to assess problems when they arise, and can provide the most cost-effective solution.
- **Preconstruction Services Manager, Suzanne Dawson, DBIA** has led some of our most complicated W/WWTP projects through preconstruction. Suzanne has been with AW for the past 22 years.



- **Asst. Project Manager, Tyler Raughton** has built his career in water/wastewater with municipalities across North Texas and has worked with our proposed management team on several collaborative ventures.
- **Quality Control Manager, Michael Roon** has hands-on quality experience with many municipalities' projects and has worked with our proposed management team on several CMAR ventures.
- **Safety Manager, Mario Gomez** has 22 years of experience in the construction industry, 14 of them dedicated to safety with AW. We are excited to provide the City of Alvarado with this exceptional safety professional who has played an integral role in our region's stellar safety performance.
- **Chief Estimators, John Harbison & Jeff Scott** have created cost estimates for over \$1B worth of collaborative delivery work in our region and even more hard bid work. John has been with AW for the past 22 years and Jeff for the past 15.

Our approach to this project is simple: do what's right for the Owner. We know when projects go well, owners trust us to come back. That means we communicate effectively, provide accurate and detailed documentation and schedules, and, most importantly, provide the Owner with the best value for their investment. For more information about our team's approach, see [Section 5](#).

Archer Western looks forward to building a strong relationship with the City of Alvarado and helping to serve their community for generations to come. We thank you in advance for the opportunity to participate in this very important project and look forward to participating in the next phase of selection. Should you have any questions or require additional information, please do not hesitate to contact Michael Suarez at 817-819-2073 or at msuarez@walshgroup.com.

Thank you,

Mark Tepera

Program Manager

Archer Western Construction, LLC



Proposal Form 1
City of Alvarado, Texas
Proposal Transmittal Letter

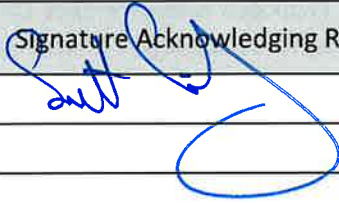
Paul DeBuff, City Manager
City of Alvarado
104 W. College
Alvarado, TX 76009

Archer Western Construction, LLC (the "Proposer") hereby submits its Proposal for the Wastewater Treatment Expansion Project.

Proposer accepts all of the requirements, terms, and conditions of the RFP, including without limitation those dealing with the Bid Bond, required performance, payment and maintenance bonds and insurance. The Proposal will remain subject to acceptance for sixty (60) days after the opening of Proposals.

In submitting this Proposal, Proposer certifies, represents and warrants, that:

- A. The submittal of the Proposal has been duly authorized by, and in all respects binding upon, the Proposer.
- B. The undersigned declares that it is the Proposer or by holding the position below indicated is authorized to execute this Proposal Transmittal Letter on behalf of the Proposer and that all representations made on this form are true and accurate.
- C. Proposer has examined, carefully studied and understands and agrees to be bound by the requirements of the RFP, the other related information identified in the RFP, and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	Addendum Date	Signature Acknowledging Receipt
1	04-19-2022	

- D. All information and statements contained in the Proposal are current, correct and complete and are made with full knowledge that the Owner will rely on such information and statements in evaluating the Proposal.
- E. The submission of this Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the RFP and Addenda without exception.

- F. Proposer acknowledges that it is aware and understands the requirements of Chapter 176 of the Texas Local Government Code and Proposer is solely responsible for complying with such requirements.
- G. Proposer acknowledges that it is aware and understands the requirements of Chapter 2271 of the Texas Government Code and hereby verifies that it does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001(1) during the term of the Agreement.
- H. Proposer verifies that it does not Boycott energy companies and will not Boycott energy companies (as those terms are defined in Texas Government Code Section 809.001) during the term of the Agreement.
- I. Proposer verifies that it does not discriminate against firearm trade associations or the ammunition industry (as those terms are defined in Texas Government Code Section 2274.001) during the term of the Agreement.
- J. Proposer certifies that it is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.
- K. Texas Ethics Commission regulations require that the business entity must fill out Form 1295 on an electronic filing application on the Texas Ethics Commission website (www.ethics.state.tx.us). The business entity that wishes to enter into the contract must supply the completed, signed, and notarized Form 1295 to the City. The Proposer acknowledges that if selected, it will supply the completed, signed, and notarized Form 1295 to the City.
- L. Proposer acknowledges that it is not aware of any existing or known future material adverse condition or change(s) in its financial position that would detrimentally impact its ability to provide the Construction Manager-At-Risk Services for this Project.
- M. The Surety identified on Proposal Form 4 is authorized by law to do business in the State of Texas pursuant to a current certificate of authority to transact surety business and the Surety is listed in the Department of Treasury's Circular 570 and has an A.M. Best Company Rating of A-VIII or better.
- N. The insurance company identified on Proposal Form 5 is duly licensed or authorized in the jurisdiction in which the Project is located to issue policies for the limits and coverages so required and has an A.M. Best Company Rating of A-VIII or better.
- O. Proposer is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect furnishing the Services.
- P. Proposer has given Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the RFP and the written resolution thereof by Owner is acceptable to Proposer.

- Q. If selected, Proposer will submit written evidence of its authority to do business in Texas not later than the date of its execution of the Agreement.
- R. Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity 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 individual or entity to refrain from making a Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

The following documents are included as the Proposal and all attachments thereto are made a condition of the Proposal:

- A. Proposal meeting the requirements of Section 3 Proposal Submittal Requirements
- Section 1 Cover Letter and Proposal Form 1 and attachments including **Bid Bond**, Proposal Form 2, Proposal Form 3 and Proposal Form 12
 - Section 2 Proposer and Team Profiles-Corporate Qualifications and Experience
 - Section 3 Proposer and Team Similar Projects-Qualifications and Experience
 - Section 4 Project Organization and Key Personnel
 - Section 5 CMAR Project Approach
 - Section 6 Financial and Performance Information Proposal Forms 4,5,6,7, 8,10 and 11.
 - Section 7 Cost Proposal - Proposal Form 9
 - Section 8 Resumes
- B. In lieu of Proposer's covenant in item Q above, evidence of Proposer's authority to do business in the State of Texas as an attachment to Proposal Form 1.

The principal contact person who will serve as the interface between the Owner and the Proposer for all communications during the procurement period is:

Name: Michael Suarez

Title: Project Manager

Address: 1411 Greenway Drive

Telephone: 817-819-2073

Email: msuarez@walshgroup.com

The terms used in this letter have the meanings indicated in the RFP, the Agreement and General Conditions. The significance of terms with initial capital letters is described in the RFP, the Agreement and General Conditions.

Proposer agrees that venue shall lie exclusively in Johnson County, Texas for any legal action.

This Proposal is submitted by:

~~**If Proposer is an Individual:**~~

Name: _____
(Typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

If Proposer is a Partnership

Partnership Name: _____
(Typed or printed)

Name of General Partner: _____
(Typed or printed)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Doing business as: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

If Proposer is a corporation

Corporation Name: Archer Western Construction, LLC
(Typed or printed)

State of Incorporation: Illinois

Type: Limited Liability
(General Business, Professional, Service, Limited Liability)

Date of Qualification to do business in Texas
is: 05/20/2010

By: 
(Signature -- attach evidence of authority to sign)

Name: Scott Smiley
(Typed or printed)

Title: Business Group Leader

Attest: 
Matthew M Walsh IV (Signature of Corporate Secretary)

Business address: 1411 Greenway Drive
Irving, Texas 75038

Phone: 972-457-8500 E-mail: msuarez@walshgroup.com

Proposal submitted on the following date: 5-16-2022

If Proposer is a Joint Venture

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated below.

Joint Venturer 1 Name: _____
(Typed or printed)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(Typed or printed)

Title: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

Joint Venturer 2 Name: _____
(Typed or printed)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(Typed or printed)

Title: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

Joint Venture's Contact for receipt of official communications:

Name: _____
(Typed or printed)

Business address: _____

Phone: _____

E-mail: _____

AFFIDAVITS

One of the following four affidavits shall be executed and provided with this form.

Affidavit for Individual

State _____) §

County of _____) §

_____, being duly sworn deposes and says
(Name)

that they are _____ of the
(Title)

_____, Company submitting the foregoing form and
related information; have read such documents; and that such documents are true and correct and
contain no material misrepresentations.

(Signature)

Signed and sworn to me before this _____ day of _____, 20____.

(Notary Public)

My commission expires:

Affidavit for Corporation

State Texas) §

County of Dallas) §

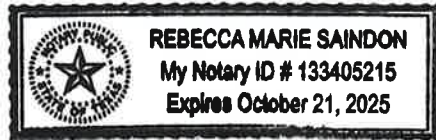
Scott Smiley, being duly sworn deposes and says that they are Business Group Leader of the
(Name) (Title)

Corporation submitting the foregoing form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations; and that they are authorized to make this affidavit on behalf of the Corporation.

Scott Smiley
(Signature)

Signed and sworn to me before this 16th day of May, 2022.

Rebecca Marie Saindon
(Notary Public)



My commission expires:
October 21, 2025

Affidavit for Partnership

State _____) §

County of _____) §

_____, being duly sworn deposes and says
(Name)

that they are _____ of the
(Title)

_____ Company submitting the foregoing form and
related information; have read such documents, and that such documents are true and correct and
contain no material misrepresentations; and that they are authorized to make this affidavit on behalf of
the Partnership.

(Signature)

Signed and sworn to me before this _____ day of _____, 20__.

(Notary Public)

My commission expires:

Affidavit for Joint Venture/Joint Venture Statement

We the undersigned do hereby give notice to our agreement to propose as a joint venture on the Project and by submitting the foregoing form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations.

(Name of Joint Venture)

(Name of Firm)

(Signature)

Signed and sworn to me before this _____ day of _____, 20__.

(Notary Public)

My commission expires:

(Name of Firm)

(Signature)

Signed and sworn to me before this _____ day of _____, 20__.

(Notary Public)

My commission expires:

Proposal Form 2

Vendor Compliance to State Law

Chapter 2252 of the Texas Government Code applies to the award of government contract to non-resident bidders. This law provides that:

"a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower 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

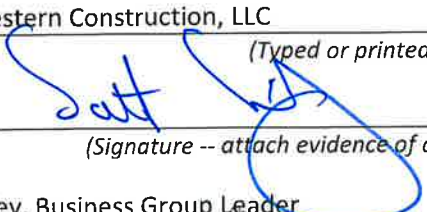
"Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder.

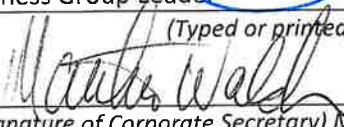
- ☐ Non-resident bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the statute is attached.
- ☒ Non-resident bidders in Illinois _____ (give state), our principal place of business, are not required to under bid resident bidders.
- ☐ Our principal place of business or corporate offices are in the State of Texas.

Bidder:

Company Name: Archer Western Construction, LLC
(Typed or printed)

By: 
(Signature -- attach evidence of authority to sign)

Name: Scott Smiley, Business Group Leader
(Typed or printed)

Title: 
(Signature of Corporate Secretary) Matthew M Walsh IV

Business address: 1411 Greenway Drive
Irving, Texas 75038

Phone: 972-457-8500 E-mail: msuarez@walshgroup.com

Proposal Form 3 Conflict of Interest Questionnaire- Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity. Archer Western Construction, LLC		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. N/A Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Scott Smiley, Business Group Leader 5-16-2022 Date		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

City of Alvarado, TX
RFP CMAR Services
Wastewater Treatment Plant Expansion

1

Proposal Form 12
Agreement Comments

Proposer Name: Archer Western Construction, LLC

Comments to the Construction Manager At Risk Services Agreement		
Agreement Section and Title	Comment	Suggested Change(s)
No comments		
Comments to the General Conditions of the Standard Construction Agreement		
Agreement Section and Title	Comment	Suggested Change(s)
11.01A.1.c.1) Cost of Work (general cond.)	"All Contractor Labor and management costs of any kind"	Re-iterate that Contractor means CMAR in this document
11.01A.1.c.5)	"Rentals of all construction equipment and machinery, etc."	Clarify this statement is for CMAR only – constr. Equip. should be Cost of Work
11.01A.1.c.13) EXCEPTION	Long-term housing	No change necessary – Just reaffirming that AW's entire team and workforce are local to the DFW area and this will not be required
13.03.B) Tests and Inspections	CMAR shall employ and pay for testing lab	Confirming – AW normally has a bid package for these services throughout the job and is Cost of Work

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Archer Western Construction, LLC
1411 Greenway Drive
Irving, TX 75038

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Alvarado
104 W. College
Alvarado, TX 76009

BOND AMOUNT: \$805,000.00

PROJECT:

(Name, location or address, and Project number, if any)

Wastewater Treatment Plant Expansion
Alvarado, Texas

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS:

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

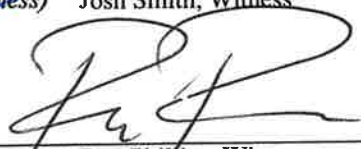
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 16th day of May, 2022



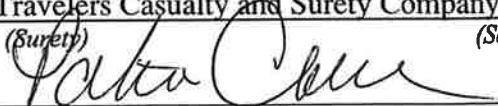
(Witness) Josh Smith, Witness



(Witness) Ron Phillips, Witness

Archer Western Construction, LLC
(Contractor as Principal) _____ (Seal)


(Title) Daniel P. Walsh, President

Travelers Casualty and Surety Company
(Surety) _____ (Seal)


(Title) Patricia Collins, Attorney-in-Fact

Init.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.**

User Notes:

(1919561577)



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patricia Collins** of **SARASOTA**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

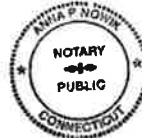
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

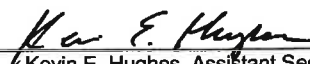
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **May**, 2022 .




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Resolution of the Members of
Walsh Construction Group, LLC Granting Signature
Authority for Archer Western Construction, LLC

I hereby certify that I am the Secretary of Walsh Construction Group, LLC, a limited liability company formed under the laws of the State of Illinois ("Company"), and that the following is a correct and true copy of a resolution duly and unanimously adopted by the Members/Directors of Walsh Construction Group, LLC, the sole Manager of Archer Western Construction, LLC, at a meeting held the 12th day of May, 2022, at which time the following resolutions were duly adopted in accordance with the procedures set forth in the limited liability agreement of the Company and that said resolutions have not been amended, rescinded or revoked, and are in no way in conflict with any of the provisions of the Company's limited liability agreement.

BE IT RESOLVED by this Board of Directors that the following individuals, in addition to any other individuals previously authorized by resolution, are and shall hereinafter be duly authorized to execute and bind Archer Western Construction, LLC, regarding all matters, including but not limited to bid proposal documents and contracts:

Scott Smiley

BE IT FURTHER RESOLVED that the foregoing resolution shall continue in force until express written notice of its rescission or modification has been received.

IN WITNESS WHEREOF, I have hereunto set my hand and the Seal of the Walsh Construction Group, LLC this 12th day of May, 2022.

Matthew M. Walsh IV
Secretary
Walsh Construction Group, LLC





Office of the Secretary of State

CERTIFICATE OF FILING OF

Archer Western Construction, LLC
File Number: 801272994

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Registration for the above named Foreign Limited Liability Company (LLC) to transact business in this State has been received in this office and has been found to conform to the applicable provisions of law.

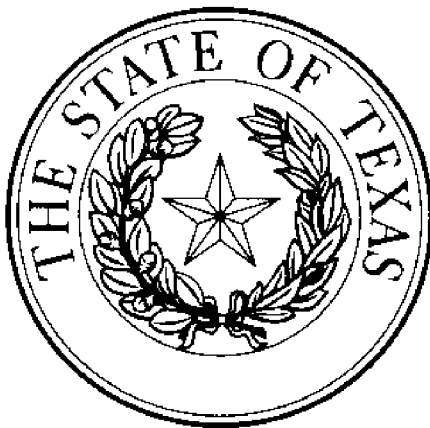
ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing the authority of the entity to transact business in this State from and after the effective date shown below for the purpose or purposes set forth in the application under the name of

Archer Western Construction, LLC

The issuance of this certificate 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: 05/20/2010

Effective: 05/20/2010



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade
Secretary of State



SECTION 2

PROPOSER AND TEAM PROFILES
CORPORATE QUALIFICATIONS AND EXPERIENCE





2. PROPOSER AND TEAM PROFILES

A. HISTORY

General Information

AW is a member of the Walsh Group of Companies. The Walsh Group began over 120 years ago, and is still family owned and operated. Over the past 20 years, the Walsh Group has been ranked among the nation's Top 20 Contractors, according to ENR, including being ranked the second Largest Wastewater Treatment Plant Builder and 3rd Largest Water Supply Builder in 2021.

Our core team from the Texas Regional Water and Wastewater Treatment Plant Division has worked together for over fifteen years constructing projects ranging from \$100,000 to over \$218 million. We have a reputation as The Builder of Choice for our Customers and the Employer of Choice for our Employees. We have worked in North Texas for the past 28 years and have relationships with all major subcontractors and vendors in the area. Delivering what we promise clients remains our top priority.

Our group has a proven history of successful projects with the City of Alvarado's selected design engineer. We completed our first job with Freese and Nichols in 1997. Since then, we have partnered with them on over 100 projects and \$775M worth of work, including the \$218M Lower Bois d'Arc Reservoir CMAR project for NTMWD and the \$32.5M DBO Village Creek WRF Biosolids project for the City of Fort Worth.

Business Services & Offerings

AW has performed as a general contractor, construction manager, and design-builder of choice for many municipal, public and private clients. AW performs as an open-shop contractor with expertise in various building, heavy civil and transportation sectors including wastewater and water treatment plants, storage tanks, pump stations, pipelines, dams, and hydropower projects.

AW's business model has been to pursue work experience spanning nearly every conceivable sector of construction work, and this unique diversity ensures our strength. We have a history, and maintain an excellent relationship, with Travelers Casualty and Surety rated A++XV by A.M. Best

MISSION & CORE VALUES

OUR MISSION

Leading the Construction Services Industry by offering clients the highest level of Internal Expertise, Safety, a Fully Integrated Suite of Services and a Family Approach to Business.

OUR CORE VALUES

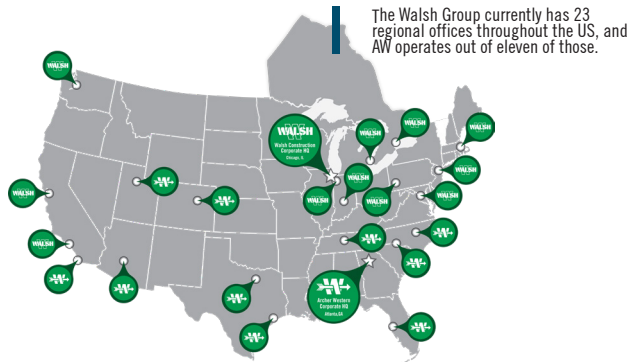
The Builder of Choice
The Employer of Choice
Highest Standards of Ethics, Quality, and Safety
Fair Balance of Responsibility, Profitability, and
Citizenship.

Company as the company's bonding agent. AW has \$100 million in available letter of credit from the bank and over \$200 million cash on hand.

Our previous performance, combined with our strong financial position, affords us bonding capacity on single projects up to \$400 million and an aggregate in excess of \$8 billion. AW is able to provide the unique combination of an experienced, successful team, coupled with the financial and resourceful strength of a large, well-established corporation, while providing market knowledge and personal attention of a smaller, local firm.

The Texas Water Regional group has handled approximately \$400M in revenue each year over the past four years. Our group has 17 project managers, 29 superintendents, 23 assistant project managers, 41 project engineers and a field labor force of over 600. What sets AW apart from other large contractors is how we operate. We are the least top-heavy prime contractor you will ever work with. We are more flexible and responsive, and far more nimble than any other large contractor in the industry. We have virtually no bureaucracy and we do not abide bottlenecks. We are a trusted team member in the resolution of many of our client's challenges.

From ownership down, the trust between our Walsh team members has been fortified through years of working together. Our corporate ethic has been built over 100 years by an American family that believes if you put your clients' needs first, success will follow.



Every key player in our company is indoctrinated in this ethic and trusted to carry it out. Today, it is the foundation of our reputation.

Please visit WalshGroup.com to experience the true history of the corporation and its growth.

Firm CMAR Experience

As a 124-year old company, we have a diverse portfolio of large and complex collaborative delivery projects. Our firm has completed 500+ collaborative delivery projects totaling over \$25 Billion in construction value. We have been intimately involved in the evolution of CMAR project delivery methods for over 20 years. Early on, we recognized the advantages of moving away from the traditional, hard-bid method and we sought opportunities to work with owners and designers to deliver projects that would stand as proof of the benefits of collaborative contracting approaches. Today, the CMAR approach is our preferred way to build. See the following page for the Alternative Delivery Project Reference Chart.

Regional Growth

	Number of Projects	Size of Projects	Types of Projects	Revenue	Number of Employees
1994 to 2000	26	\$1M-\$19M	W/WW Plant Expansions, Pump Stations, Pipelines	\$118M	180
2001 to 2005	63	\$1M-\$45M	Plant Expansions, Pump Stations, Pipelines, Dams	\$667M	500
2006 to 2010	98	\$1M-\$48M	Plant Expansions, Pump Stations, Pipelines, Dams, Reservoirs, Energy Centers, CMAR Projects	\$903M	750
2011 to 2015	103	\$1M-\$78M	Plant Expansions, Pump Stations, Pipelines, Dams, Reservoirs, Spillways, CMAR and Design-Build projects	\$719M	800
2016 to 2021	140	\$1M-\$218M	Plant Expansions, Pump Stations, Pipelines, Dams, Reservoirs, Spillways, Hydro-Electric Projects CMAR and Design-Build projects	\$1.46B	869

B. TEAM EXPERIENCE

See our team's Resumes in [Section 8](#) and Roles & Relationships Chart in [Section 4](#). AW plans to consult with a qualified electrical subcontractor to advise throughout preconstruction services.

C. APPROACH TO SAFETY

Our goal is to ensure that everyone recognize hazards and unsafe conditions. Along with the training and knowledge, employees are strongly encouraged to take an active role in the safety program, i.e. participating in safety committees, making management aware of hazards and watching out for their fellow employees so everyone goes home each day injury free. All employees have stop work authority; it is their right and responsibility to have a safe work environment. The below chart contains our national safety statistics:

Year	EMR	TRIR	DART
2021	0.60	0.25	0.0
2020	0.63	0.36	0.0
2019	0.76	0.61	0.0
2018	0.77	0.87	0.0
2017	0.81	1.14	0.0

When it comes to safety, our proposed team goes one step further. The four projects displayed in Section 3 have a combined 453,143 manhours with a 0-0-0 safety record! Additionally, Bret has led 487,688 MH without a Lost Time Injury! Our corporate safety program is over 1000 pages in its entirety and is based on a true desire to eliminate injuries. Safety is not an activity at AW, it is part of our culture.



COLLABORATIVE DELIVERY PROJECT REFERENCE CHART

The CMAR/DB projects listed below are local to our business group and region, with tradesmen local to the jobsites. Members of our proposed team have participated in every project on this list.

The City will find no other local team with the experience that our firm brings.

Project Name, Delivery Method and Dollar Value	State	Agency Support/Partnering	1st Alternative Delivery Project	Permitting/Regulatory Compliance	Value Engineering / Value Analysis	Cost Modeling	Constructability Reviews	Phase Planning to Match Funding	Schedule Development	Long Lead Item Procurement	Bid Package Development	Early Subcontracting
GBRA Sunfield WWTP Expansion, CMAR, \$20M	TX	x	x	x	x	x	x		x	x	x	x
UTRWD - Lake Ralph Hall Raw Water Pump Station, CMAR, \$40M	TX	x		x	x	x	x		x	x	x	
NTMWD - South Mesquite Creek RWWTP Expansion, CMAR, \$170M	TX	x		x	x	x	x	x	x	x	x	x
Bastrop Simsboro Aquifer WTP, Well Field, and Transmission Facilities CMAR, \$42M	TX	x	x	x	x	x	x	x	x	x	x	
FW - Village Creek WRF Biosolids Management Project, DBO, \$32.5M	TX	x		x	x	x	x		x	x	x	x
St. Vrain Sanitation District WRF Expansion, CMAR, \$33M	CO	x	x	x	x	x	x	x	x	x	x	
Erie North Water Reclamation Facility Expansion, CMAR, \$26M	CO	x	x	x	x	x	x		x	x	x	x
Upper Trinity Regional Water District's Parallel Pipeline, CMAR, \$39	TX	x		x	x	x	x		x	x	x	
GBRA Regional Raw Water System, Collaborative Delivery, \$4.7M	TX	x	x	x	x	x	x	x	x	x	x	x
DWU - Garland Road Elevated storage tank shoring, DB, \$3.1M	TX	x			x	x	x		x	x	x	
UTRWD Riverbend WRP Expansion Project, CMAR, \$32M	TX	x		x	x	x	x	x	x	x	x	
NTMWD Wylie WTP Plant IV 70 MGD Expansion, CMAR, \$88M	TX	x		x	x	x	x	x	x	x	x	x
NTMWD Lower Bois d'Arc Creek Reservoir and Dam, CMAR, \$218M	TX	x		x	x	x	x		x		x	x
ETEC Lake Livingston Hydro-electric Plant, Design-Build, \$90M	TX	x	x	x	x	x	x		x	x	x	x
Dallas Park Cities Membrane Facility, CMAR, \$33M	TX	x	x	x	x	x	x		x	x	x	



SECTION 3

PROPOSER AND TEAM SIMILAR PROJECTS
QUALIFICATIONS AND EXPERIENCE



3. PROPOSER AND TEAM SIMILAR PROJECTS

CMAR - Riverbend WRF Expansion

Aubrey, TX



PROJECT DETAILS

PROJECT TIMELINE

March 2017 to April 2019

**Actual Subst. - April 2019

DELIVERY MODEL - CMAR

FIRM ROLE - CM/GC

SERVICES PROVIDED

Cost Modeling
Value Engineering
Constructability Review
Scheduling
Bidability
Bid Packages / Procurement
Subcontractor Evaluations

SELF PERFORMED WORK

68%

DESIGN&

CONSTRUCTION COSTS

(ORIGINAL / FINAL GMP)

\$30,899,276 / \$31,703,995**

PROJECT OWNER

Upper Trinity Regional Water
District

Contact: Kurt Staller

972-219-1228

kstaller@utrwd.com

ENGINEER

Carollo Engineers

Contact: Scott Hoff

972-239-9949

shoff@carollo.com



Description: This project was an expansion of the existing WRF to continue to meet permit. It included an Influent Pump Station sized for peak flow firm capacity with VFDs, new Headworks facility including 15 MGD fine screens, one 20 MGD vortex grit basin with grit pump and classifier, one conveyor, washer/compactor, Modifications to SBRs to convert to Aeration Basins configured in an anaerobic / oxic (A/O) process, Installation of 3 new 2800 SCFM blowers in a 3000 sf dedicated bldg; New Secondary Clarifier splitter box; Two new 90' diameter circular secondary clarifiers with hydraulic suction header sludge collection; New RAS/WAS pump station and BioMag equip bldg; Minor UV channel and weir mods to increase capacity from 14-16 MGD; Mods to existing dewatering bldg to enclose for odor control; New bio-filtration odor control systems for the new IPS and new HW facility and a new carbon scrubber odor control unit for the existing solids handling bldg; a Design-Build allowance for a new Lab/ Controls building, New yard piping and mods to existing yard piping; new main electrical bldg with new IPS VFD room; New service transformer, diesel generator; new PLCs, instruments, SCADA programming, paving, grading, fencing, and landscaping.

**Original project scope came in \$200K under GMP and Owner enhancements were added to the project. During the project, many conversations took place between UTRWD and AW personnel to discuss several "wish list" items for future work. The AW CMAR Management team realized that many of these items could be addressed during this project with much less disturbance to existing facilities, if they were completed during existing scheduled work or shutdowns; therefore saving the owner additional time and money.

Key Personnel: Mark Tepera, Michael Suarez, Suzanne Dawson, Mario Gomez, John Harbison, Jeff Scott

CMAR RIVERBEND WRF EXPANSION

Upper Trinity Regional Water District, Completed November 2019



The Riverbend team was truly that, a team: AW worked hand in hand with Carollo and UTRWD to keep costs down and deliver a quality facility. AW's preconstruction services identified cost savings due to constructability review comments such as combining the RAS/WAS building with the magnetite feed facility and reducing pipe and conduit length by rearranging building locations. Subgrade and structural backfill recommendations for the project's deep IPS resulted in reduced construction schedule and costs to the Owner, as well as a solution for building half the structure now, while providing for a cost effective method for completing the second half at a later date. In addition to constructability comments, AW used their relationships with local suppliers to make recommendations on the listed manufacturers to allow for the most competitive procurement of major equipment.

- Scott Hoff, Senior VP
of Carollo Engineers





CMAR - Parallel Pipeline

Lewisville, TX



PROJECT DETAILS

PROJECT TIMELINE

June 2019 to August 2022

**Current Subst. - August 2021

DELIVERY MODEL - CMAR

FIRM ROLE - CM/GC

SERVICES PROVIDED

Cost Modeling

Value Engineering

Constructability Review

Scheduling

Bidability

Bid Packages / Procurement

Subcontractor Evaluations

Risk ID / Management

SELF PERFORMED WORK

64%

CONSTRUCTION COSTS

(ORIGINAL / FINAL GMP)

\$33,829,915 / \$40,353,631**

PROJECT OWNER

Upper Trinity Regional Water District

Contact: Tom Snyder

972-219-1228

tsnyder@utrwd.com

ENGINEER

Plummer & Associates

Contact: Andre Garces

214-263-0793

agarces@plummer.com

**Additional scope has increased contract and project schedule



Description: This project consisted of Construction Management Services to participate in the design and construction of approximately 19,000 linear foot of 72" diameter treated water pipeline, 10 tunnels crossing various streets, IH 35E, railway lines and privately owned areas, and other crossings of approximately 55 utility lines. The CMAR method was selected due to a limited construction schedule.

As CMAR, AW procured 72" pipe and valves 4 months ahead of design completion, saving over \$200,000 in material alone in the middle of an international trade war. This team gained industry expertise from trusted and respected peers prior to bid packages being advertised, which brought additional value in risk mitigation to the project, as well as providing for a viable selection of quality contractors at bid time.

**As this team was nearing its original scheduled shutdown window, the Owner decided to implement a scope of work that was planned for a future project; an additional 1200 lf of 72" pipe to be installed at the Tom Taylor WTP. This team was able to extend multiple subcontracts and purchase orders, get material on site, and make critical tie-ins within the original contract window. If that had not taken place, UTRWD would have had to wait for the next low flow season, almost a year away. Since then, UTRWD has added 2 more changes to this contract for improvements to their clearwells at this plant, additions to SCADA at their nearby pump station, and much needed reparations to nearby lift stations. Together, these changes have added almost \$7M and have extended the project by more than a year. Original Scope was completed under GMP and within original duration.

Key Personnel: Michael Suarez, Suzanne Dawson, Mario Gomez, John Harbison, Jeff Scott



PLUMMER

January 13, 2021

Re: Archer Western Contractors as Construction Manager at Risk Recommendation

To Whom It May Concern:

Upper Trinity Regional Water District, Plummer Associates, and Archer Western are at the 85% Construction completion stage of the Parallel Pipeline from Taylor WTP to Stonehill Pump Station project. This is a critical project in which the District's capacity and operational flexibility will be greatly increased by installing 19,000 LF of 72-inch pipe in an existing limited corridor. This is the largest Large Diameter Pipeline project that the District and Plummer have undertaken using the CMAR delivery method. The CMAR approach was selected due to a limited construction schedule and it has provided and continues to provide great benefits and opportunities that have added value and enhanced the District's system redundancy and operational flexibility.

Archer Western (AW) has been a great partner and has provided and continues to provide valuable insights that have allowed the project to reach key milestones with significant cost savings. From the beginning, AW proposed to purchase the steel coil for the pipe ahead of finalizing and detailing of the pipe. By doing so, the project realized cost savings and secured lower steel prices in the midst of an international trade war.

As construction progressed, they have managed the delivery of 11 quality construction packages, while self-performing 3 of the 11. During this project, AW responded to three emergency projects within the District's system and one for a neighboring utility. All while coordinating ongoing tasks on this project.

Plummer is very appreciative of AW's efforts, experience, and up-front communication which have led to an ongoing successful project and enjoyable experience. AW's experience in planning, checking, and executing the work have been remarkable. AW's thoroughness and emphasis on up-front investigation have provided Plummer additional time to evaluate solutions while balancing cost. We would recommend their work as CMAR with no hesitation. They are very knowledgeable, communicative, and focused on quality long-lasting work.

Sincerely,

PLUMMER

Andre Garces, PE
Project Manager

Cleto Martin, PE
Conveyance Practice Lead

Alan Tucker, PE
Vice President



Village Creek WRF Biosolids Management

Fort Worth, TX



PROJECT DETAILS

PROJECT TIMELINE

December 2019 to October 2022
Early Construction Completion
Anticipated July 2022

DELIVERY MODEL - DBO
FIRM ROLE - GC

SERVICES PROVIDED

Cost Modeling
Value Engineering
Constructability Review
Scheduling
Risk ID / Management
Bid Packages / Procurement
Subcontractor Evaluations

SELF PERFORMED WORK

75%

CONSTRUCTION COSTS

(ORIGINAL / FINAL COST)

\$32,588,779 / **\$32,588,779**

PROJECT OWNER

City of Fort Worth

Contact: Steve Nutter

817-392-4965

steve.nutter.fortworthtexas.gov

ENGINEER

Freese & Nichols

Contact: Chad Simmons

817-735-7300

chad.simmons@freese.com

CONSTRUCTION MANAGER

Synagro Technologies

Contact: Bala Vairavan

800-370-0035

bvairavan@synagro.com



Description: Archer Western has partnered with Synagro Technologies, Inc., Andritz Separation, Inc. and Freese and Nichols to design, build, and operate the Village Creek Water Reclamation Facility Biosolids Management and Beneficial Reuse Facility for the City of Fort Worth. AW's scope of work included cost modeling and schedule development for the original DBO proposal. AW assisted Synagro and FNI with cost revisions and scheduling questions for Fort Worth's requested design changes. Additionally, AW is responsible to perform mechanical integrity tests, code tests, hydrotests, start-up of components, calibration of instruments and relays, flushing and cleaning, functional verification tests and other necessary start-up functions.

The team identified key design milestones that put the overall project at risk and worked together to find a solution. The team focused 100% on putting out a pier and foundation only design package that would allow construction to begin while the remainder of the design was completed. To do this, AW also contracted early with the metal building supplier in order to obtain the footprint and loading calculations that were needed by the design engineer to start the pier and structural designs to expedite obtaining permits and start of construction. Because of the team's foresight and the teams' collaboration and creative thinking, we saved six months on the construction schedule to meet the City of Fort Worth's aggressive schedule goals. The team is currently starting this plant up early!

This case study shows AW's approach to early out packages is work collaboratively with the Owner and Design Engineer to achieve their project goals.

Key Personnel: Michael Suarez, Suzanne Dawson, Bret Skaggs, Tyler Raughton, Mario Gomez, John Harbison, Jeff Scott



www.synagro.com



Bala Vairavan
2501 Greenbelt Road,
Fort Worth, TX, 76118-7606
443-442-4213
bvairavan@synagro.com

Re: Village Creek WRF Biosolids Management and Beneficial Reuse Project for the City of Fort Worth

Dear Selection Committee,

I am writing to commend Archer Western Construction, LLC, and their project team on the Village Creek Biosolids Design-Build-Operate (DBO) Project. On this \$32.5M project for the City of Fort Worth, we partnered with Archer Western, Andritz, and Freese & Nichols to design, build, and operate one of the largest biosolids handling facilities in the nation. Together, we have designed a facility to meet the City's needs for solids handling while balancing cost of the overall project.

The Archer Western team consisted of Project Executive Jeff Polak, Project Manager Michael Suarez, Preconstruction Manager Suzanne Dawson, Superintendent Bret Skaggs, and Estimators John Harbison and Jeff Scott. This team of professionals were hands-on from day one and provided valuable constructability reviews, cost estimates, and bid package development. They brought creative solutions to design review meetings and provided transparent cost estimates that helped all parties work toward a common goal.

The Project is currently under the construction phase with all piers and Dryer Building slab work completed. Archer Western's proactiveness prevented any delays and enabled the project to remain on schedule despite the challenges of the pandemic. Archer Western's proactiveness was evident during the recent severe weather, where they re-mobilized crews immediately when the weather permitted to minimize impacts to schedule. Archer Western's professionalism and in-the-field experience are essential for the project success and has had direct effect on the project's budget and schedule.

The Synagro team and I wholly recommend Archer Western for any Design-Build or other Collaborative Delivery project. It has been a pleasure to work with such knowledgeable and experienced water infrastructure contractors and we look forward to partnering with them on future projects.

Sincerely,

Bala Vairavan
Director, Capital Projects
Synagro



Garland Biosolids Rehabilitation and Odor Control

Garland, TX



PROJECT DETAILS

PROJECT TIMELINE

July 2015 to June 2016

**Actual Subst. - January 2018

DELIVERY MODEL - CSP

FIRM ROLE - GC

SERVICES PROVIDED

Quality Control

Safety

Scheduling

Procurement

Subcontractor Management

SELF PERFORMED WORK

69%

DESIGN&

CONSTRUCTION COSTS

(ORIGINAL / FINAL COST)

\$24,301,000 / \$23,414,813

PROJECT OWNER

City of Garland

Contact: Mickey Butler

972-205-2713

mbutler@garlandtx.gov

ENGINEER

Carollo Engineers

Contact: Toshio Shimada

972-239-9949

tshimada@carollo.com

**Additional scopes of work to use contingency monies came along at the end of the project and extended the completion date.



Description: This project for the City of Garland included construction of solids handling and odor control improvements at the Rowlett Creek WWTP. The improvements included modifications to existing sludge holding tanks, sludge thickening and dewatering facilities. In addition, four existing anaerobic digesters were converted to aerated sludge holding tanks and a new cake storage and truck unloading facility was constructed. The magnitude and meticulousness of work that had to be done presented a challenge in itself; not only for a job well done, but to keep everyone safe.

Rowlett Creek in Garland is a large facility with many different structures that involve numerous safety concerns, each unique to individual buildings. Project leadership learned early on that attempting to make overall project signs would lead to personnel potentially ignoring certain warnings, therefore preventing the signs from fulfilling their intended purpose. For that reason, the Garland team decided to break the site into 6 distinct areas. At each access point, signs were prominently placed to identify the specific cautions and personal protective equipment required when entering the area. This planning and foresight reduced the possibility of deliveries, employees, and other parties entering potentially hazardous work areas. This was not only beneficial to the construction crew, but also to City of Garland personnel who continued operating the plant while construction progressed.

Because of our proposed team's collaboration with the Owner and Engineer as well as our effective management practices the project was named the ENR Best Regional project for Texas and Louisiana in the Water/Environment category in 2019.

Key Personnel: Mark Tepera, Michael Suarez, Bret Skaggs, Mario Gomez, John Harbison, Jeff Scott



GARLAND

TEXAS MADE HERE

May 5, 2019

RE: City of Garland Biosolids Rehabilitation and Odor Abatement project for ENR Regional Best Projects Award.

Dear Selection Committee:

I am writing this letter to express the City of Garland's support of Archer Western Construction, LLC's submittal of the City of Garland's Biosolids Rehabilitation and Odor Abatement Project for ENR Regional Best Projects Award. The project, designed by Carollo Engineers, included modifications to the solids handling systems at the City of Garland's Rowlett Creek Waste Water Treatment Facility. Highlights of the project included a complete overhaul of the solids handling facilities that included the conversion from the use of belt filter presses with a gravity feed to container cake handling system to handle Biosolids to the use of centrifuges combined with a series of conveying augers to move Biosolids to a cake storage silo and cake loading facility. This innovative approach to the handling of the Biosolids operations allowed for the efficient capturing, control and treatment of the odors generated by the dewatering process by a series of Bio-scrubbers and Carbon filters that were also installed as a main portion of this project. Although there were other major plant improvements as part of this project the main innovations were to the Biosolids handling systems and the odor control and abatement systems. Benefits to the city included, containment of the plants solids handling systems allowing for efficient odor control, reduction of odor complaints and efficient dewatering with the centrifuges resulted in drier solids and less solids hauling. We were very pleased to have Archer Western as the general contractor on the project. Their professional approach to the installation of new and innovative treatment process at the plant while understanding that the existing operations needed to continue uninterrupted made the project a success.

Mickey Butler
Construction Support Services
City of Garland
Rowlett Creek Wastewater Treatment Plant

ROWLETT CREEK WASTEWATER TREATMENT PLANT
2500 E. CENTERVILLE ROAD
GARLAND, TX 75040
972-205-2710



Parallel Pipeline CMAR

RECENT ADDITIONAL EXPERIENCE

Additional CMAR Experience

For this CMAR, our group has chosen to focus on our local team of professionals who will be specifically working with the City of Alvarado during this project. We offer a team of personnel who have worked together on projects for over 15 years, managing and performing both hard bid and collaborative delivery projects in North Texas.

The Parallel Pipeline CMAR, Riverbend CMAR, and the Village Creek DBO Projects listed in the previous pages are examples of our proposed project management team's projects. Across our region, our group has additional collaborative delivery within our operating area of Texas and Colorado. These projects include, but are not limited to, three large CMAR jobs for NTMWD, one for UTRWD, two CMAR projects in Colorado, one for the City of Denison, and two CMAR projects in South Texas, for the City of Bastrop and the Guadalupe-Blanco River Authority. These projects are staffed with additional management teams, are in the construction phase, or have been completed. Our proposed team is fully available to focus on preconstruction for Alvarado's WTP Expansion immediately upon notice of award.

Below, please find specific examples of Collaborative Delivery success stories within our Texas Business Group.

CMAR Lower Bois d'Arc Reservoir

Steve Long 972-442-5405 slong@ntmwd.com & sl@freese.com

This \$218 million CMAR project began preconstruction in 2015. The project required a 404 permit from the Corps of Engineers, which caused a three year delay to the program. AW and the team worked through this delay and continued to develop and progress the design, cost and schedule development. The project contained a strict sequence to be built per TCEQ requirements and working with the Design Team, Freese and Nichols (FNI), AW developed a method to transition to the second phase of the project which involved diverting an active creek through the project and towards the downstream side of the creek. **This method ensured**



no construction delays were seen and the project could meet the overall Program schedule.

CMAR Wylie WTP Phase IV 70MGD Expansion

Aliza Caraballo 972-442-5405 acaraballo@ntmwd.com

For this project, AW provided NTMWD with 70 MGD additional capacity and a high quality end product that will meet their water quality goals for many years into the future. During GMP negotiations, AW and Carollo worked with the District to provide value engineered cost saving opportunities that reduced



cost and did not sacrifice quality. **AW provided cost savings of over \$1.2 Million** after the GMP was established for the project. Plant IV 70 MGD plant expansion is online and providing high quality water for the District's customers.

CMAR Advanced Membrane and WTP

Larry McDaniel 214-652-8639

mcdaniel@parkcitieswater.com

The primary components of this project were the construction of a new 24 MGD low-pressure membrane filtration facility, membrane feed pump station, upgrades to the existing filtration system, replacement of the raw water screen, flocculation equipment, and rapid mixers. Serving as the CMAR, AW was responsible for GMP and cost model development, constructability reviews, scheduling, subcontractor selection and management, value engineering, QA/QC, safety, bonds, permits, insurance and general construction. AW assisted with the selection of a membrane supplier, and negotiated a contract with GE/Zenon for preconstruction services to assist with the design of the membrane facility. AW negotiated an amendment to GE/Zenon's contract for performance and start-up services, and assisted CDM with the completion of the design for the Membrane Facility. Our project team developed the construction bid packages, incorporated schedule constraints for tie-ins to the existing facilities during start-up and testing of the new membrane facility, and developed the GMP.

CMAR Town of Erie, CO North WRF Expansion

Wendi Palmer 303-926-2700 wpalmer@erieco.gov

St. Vrain Sanitation District CMAR

Dave Cross 303-682-4692 Dave@StSan.com

Both of these projects (each valued at approximately \$30M) consist of upgrading and expanding the existing facilities. Each of these owners had selected the same engineer and their expansions included the same technology. AW won both CMAR contracts within one month of each other. The same proposed preconstruction team worked through staggered design phases of both projects from 30-percent through project procurement, successfully adjusting the scope expectations that each owner had, to keep the projects within budget. We met the targeted board meeting deadline for construction approval, even with the required COVID adjustments that took effect in March 2020.

Through collaboration and teamwork with the owner and engineer, **we cut approximately \$9 million**

between the 60-percent cost estimate and final GMP on the St Vrain project.



Dallas County Park Cities CMAR

Below are some of the value engineered ideas that were vetted to analyze value:

- geopiers in lieu of over-excavation and select backfill;
- single-story building design vs. original two-story design;
- eliminate operator's office and restroom, as adjacent building already had both;
- bar joists and galvanized metal deck in lieu of concrete double tees;
- single wythe masonry walls in lieu of double wythe; rearranged site and building layout to minimize yard pipe and earthwork;
- rearrange proposed aeration basins into smaller trains to minimize structural modifications in existing basin;
- change pipe materials and pipe lining;
- hyperbolic mixers were originally sole sourced, we recommended another manufacturer be added to ensure competitive pricing.

By selecting AW, the City is choosing:

1. **A CMAR with the most tenure in their company**
2. **A group of dedicated professionals who have successfully delivered multiple CMAR projects as a team**
3. **A team with the most hands-on experience building and expanding wastewater treatment plants in the market**





SECTION 4

PROJECT ORGANIZATION AND KEY PERSONNEL



4. PROJECT ORGANIZATION AND KEY PERSONNEL

A. CMAR ROLES & SERVICES

AW's selected CMAR team is led by project manager, Michael Suarez, and brings over 147 combined years of construction experience specific to water/wastewater treatment, with over 20 years working with FNI. Over nearly two decades, this team have worked to build a solid foundation of trust and ingenuity which is crucial to the collaborative efforts the City and FNI need to deliver a successful project.

These individuals, all local to the DFW area, have worked together on various projects across North Texas not only as a cohesive and collaborative team, but also as an effective manager. Alongside a crew with a decade's average tenure, the team's reputation is proven not only in their successes but in the relationships they carry with them from job to job. AW understands the importance of trust between our Owners and Engineers, which is why so many request us back by name. We communicate effectively, provide accurate and detailed documentation and schedules, and—most importantly—provide the City of Alvarado with the best value for their investment.

Mark Tepera, Project Executive

Mark has been a leader in our region for the past 27 years and has been on the forefront of the Construction Management at Risk revolution in water infrastructure construction. He supports Michael and Bret as needed to meet expectations during preconstruction.

Michael Suarez, Project Manager

Michael has led numerous successful water and wastewater treatment plant projects in North Texas, several utilizing the collaborative delivery method. He has been with AW for the past 19 years. His enthusiasm for his team and the work they do is apparent in every interaction. Michael will be the main point of contact for communication with the City and the Design Teams.

During preconstruction, he manages and coordinates design progress meetings, leads design reviews, provides constructability reviews, value engineering opportunities, scheduling, logistics planning, and



Garland Biosolids concrete pour

site investigation and evaluation. He will provide cost modeling throughout all phases and supports subcontractor bidding, evaluation, and selection. Michael supports the Superintendent and team throughout the duration of the project.

Bret Skaggs, Superintendent & Scheduler

Our Superintendent is responsible for the completion of all project phases, and is quick to assess problems when they arise to provide the most cost-effective solution. Bret knows just how capable his team is, and encourages all to learn and grow with each new job. His responsibilities during preconstruction include providing constructability input and assisting with bid package development and procurement. He will evaluate options for resource availability and effects on the schedule, and will be ultimately responsible for the vision of the project captured in the CPM schedule. During construction, Bret is responsible for the on-time completion of the project within the assigned GMP, while maintaining AW's highest standard of quality and safety. He has been with our firm for 15 years.

Suzanne Dawson, DBIA, Preconstruction Manager

Suzanne is a certified professional who has led some of our most complicated projects through preconstruction and has been with AW for the past 22 years. During preconstruction, Suzanne will contribute her expertise to the design progress meetings and support the team as needed to meet expectations. She will also oversee bid package development and maintain both the design



development and the value engineering logs. At the procurement phase, the Preconstruction Manager assists with subcontractor bidding, review documents for bidability, evaluation, and selection.

Tyler Raughton, Assistant Project Manager

As Assistant Project Manager, Tyler supervises on-site teams and manages daily field operations. This includes management of project timelines, development of progress reports for owner meetings, and coordination/supervision of contractors. Other duties include managing bid solicitation, contract drafting, buyouts, shop drawing review and submittal review, cost estimating, plan distribution, project pay requests, and change order/purchase order drafting. He monitors materials and equipment installed by contractors, enforces quality control, and ensures compliance with safety standards and contract requirements.

Michael Roon, Quality Control Manager

All Quality Control and Quality Assurance inspections will be overseen by Quality Control Manager Michael Roon, who has hands-on experience with quality control on CMAR projects. He will work collaboratively with AW, the City, and the Designers to execute a project-specific Quality Control Plan, which is elaborated upon in [Section 5](#).

Mario Gomez, Safety Manager

Our Safety Manager has over 22 years' experience dedicated to safety, 14 with AW. His commitment to safety is apparent, and reflects our team's stellar record. He is responsible for developing the Safety Plan specific to the project and mitigating safety risks as they arise. The safety manager initiates communication and coordination with emergency services nearest to the project to proactively establish emergency protocol and action plans. He will be responsible for managing and administering the Safety and Health Program for the entire site and overseeing project wide training and awareness consistent with the current activities.

John Harbison & Jeff Scott, Chief Estimators

Our Chief Estimators lead the charge for developing accurate and transparent cost estimates and the GMP development. They complete detailed quantity takeoffs that include all design elements, evaluate escalation factors and reflect any scope

modifications for a timely and accurate delivery of estimates. Their experience in value engineering and constructability reviews, while evaluating alternate means and methods, will help the project team focus on cost reduction concepts to maintain the project budget. Our Chief Estimators have created cost estimates for over \$1B worth of work in our region and even more hard bid work. John has been with AW for the past 22 years, Jeff for 15.

Managerial Structure

As the Proposer, AW is the sole managing member for this CMAR project. Because of AW's massive water infrastructure experience, CMAR experience, national resources, and near unlimited bonding capacity, we can provide the City of Alvarado with the Best Value by managing this project ourselves to better control costs and schedule.

Our Project Manager has single-source responsibility for the success of the project. He is supported by the Project Executive, Preconstruction Manager, and Project Superintendent/Scheduler. Additionally, the Quality Control Manager and the Safety Manager provide their perspectives to specifically monitor the quality and the safety of the job site. Our Chief Estimators engage in preconstruction to provide the City with multiple cost models, value engineered alternatives, and years of experience with local subcontractors and vendors.

Intent to Self-Perform

AW is committed to providing the services of the proposed Key Personnel for the duration of this project. We will pursue the portions that would bring the Best Value to the project, abide by Texas CMAR laws in bidding the work directly to the City for the scopes we wish to perform, and will solicit multiple bidders for each bid package during preconstruction. More information regarding our intent to self-perform can be found in [Section 5](#).

B. ORGANIZATIONAL CHART & CURRENT WORK COMMITMENTS

See following page.

C. RESUMES

See [Section 8](#) for key personnel resumes.

D. ROLES & WORKING RELATIONSHIPS

See chart at the end of this section.

B. ORGANIZATIONAL CHART & CURRENT WORK COMMITMENTS



THE CITY'S TEAM OF EXPERTS

Our team of key personnel remains the same from preconstruction, procurement and construction so there is no hand off or down time between the two phases. In addition to key personnel, various other staff are assigned to the project as needed such as estimators or additional field supervision. As a large, national contractor we have additional resources available to commit to this project should the need arise.

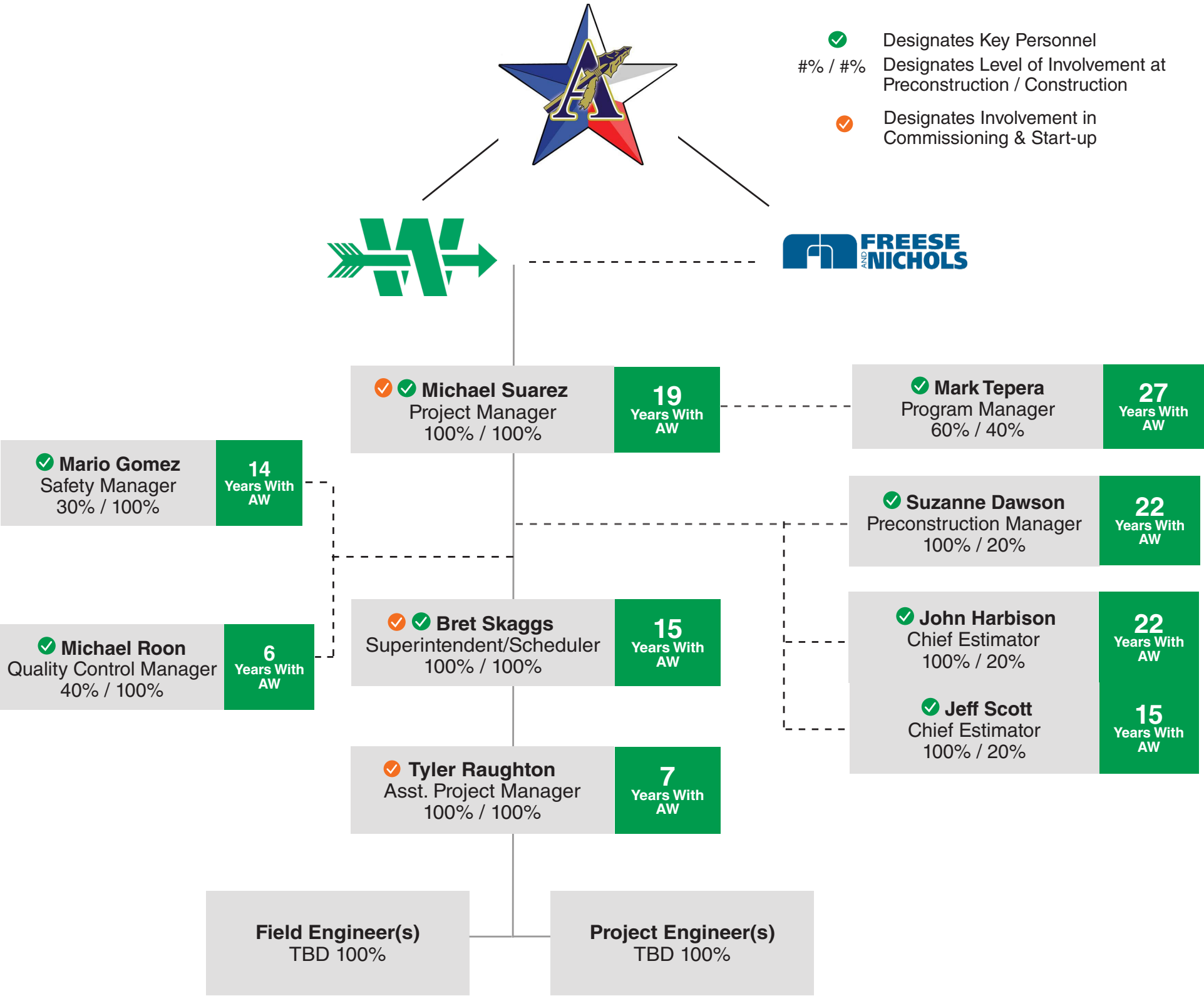
CURRENT WORK COMMITMENTS

Bret Skaggs and Tyler Raughton will be completing the Village Creek Design Build project in June, which lends itself to a perfect transition to 100% participation on this project from start to finish.

Michael Suarez is a Senior PM and is currently completing the Parallel Pipeline CMAR, the Village Creek Design Build, and the DWU Ozone System projects within the next two months. He oversees a small stepfeed project at Wilson Creek WWTP, but is 100% available to participate in all preconstruction and procurement activities for this project.

Suzanne Dawson has two current CMAR projects ongoing. The GBRA Sunfield WWTP project will be complete with preconstruction services by July 2022. The Bastrop WTP expansion has completed 90% design activities and should see completion of all procurement activities by August 2022. She is available to participate fully in Alvarado's CMAR expansion.

Mark Tepera, Michael Roon, Mario Gomez, John Harbison, and Jeff Scott are all members of this team's support/service staff with regular commitments to their trades. They are immediately available for all preconstruction and procurement activities, as well as the project's needs through completion.



D. ROLES & WORKING RELATIONSHIPS

Each of our key personnel listed below has worked within the proposed project team for the tenure of their career with AW.

Key Personnel	Role on Project	Role Description	CMAR Riverbend WRF	CMAR Parallel Pipeline	Design-Build Village Creek WRF Biosolids	Garland Biosolids Rehabilitation and Odor Control	Elm Fork WTP Residual Handling Facility	Design-Build Garland Road Elevated Storage
MARK TEPERA	Project Principle	As Project Executive, Mark will provide project team oversight and will be actively involved in constructability reviews, risk assessment, value engineering, bid package scope review, and the development of the GMP. Mark has worked extensively with all of the individuals listed below.	●			●	●	●
MICHAEL SUAREZ	Project Manager	As Project Manager, Michael will use his construction experience to participate in the development of the GMPs, value engineering and constructability. He will be the single point of contact for the City during the entire duration of this project, with overall responsibility for successful completion of a quality, on-time, on-budget, safe project. He will be actively involved in constructability reviews, risk assessment, value engineering, bid package scope review, and the development of the GMP.	●	●	●	●	●	●
BRET SKAGGS	Superintendent/ Scheduler	Bret will manage the construction process, ensuring cost and schedule success, assessing and mitigating risk. He will oversee work at the plant. During start-up and commissioning he coordinates with owners and project team, subcontractors and equipment vendors to organize, lead, and complete testing, commissioning, and training. Bret has been a part of Mark and Michael's team since he hired on with AW.			●	●	●	
SUZANNE DAWSON	Preconstruction Manager	As Preconstruction Manager, Suzanne will use her proven organizational, planning, and teamwork skills to guide the District through the design, procurement, and planning stages of this project. Suzanne has established stellar relationships with all of the proposed individuals, and has touched a majority of all projects completed by AW.	●	●	●			●
TYLER RAUGHTON	Asst. Project Manager	Tyler is responsible for solicitation of bidders, estimates and take-offs. He monitors billing, pay requests, change orders and purchase orders. He also coordinates daily activities with the Superintendent and subcontractors. Other duties include scheduling, submittals and coordinating the necessary equipment on-site. Tyler joined Bret on the Elm Fork project, and quickly established himself as a valuable asset to the team.			●		●	
MICHAEL ROON	Quality Control Manager	Michael will guide the Team with the development of the Quality Management Plan and provide QC oversight for the project. working collaboratively with AW, the City of Alvarado and the Design Teams to adhere to the Quality Control Plan specific for the project. All Quality Control and Quality Assurance inspections will be monitored by him and he will work to resolve any deficiencies that arise. Michael started with AW as part of Mark and Michael's team at Riverbend, and was promoted to QC Manager due to his excellent rapport and attention to quality work.	●	●	●		●	
MARIO GOMEZ	Safety Manager	Mario will develop the site safety and emergency response plan. He will assist in risk assessment and mitigation through preconstruction and construction. He will randomly inspect the jobsite and supervise all critical picks. As safety manager, Mario has worked with everyone above on multiple projects.	●	●	●	●	●	●
JOHN HARBISON & JEFF SCOTT Senior Estimators	Chief Estimators	As Chief Estimators, John and Jeff will lead the charge for developing accurate and transparent cost estimates and the GMP development. They will complete detailed quantity takeoffs that include all design elements, evaluate escalation factors and reflect any scope modifications for a timely and accurate delivery of estimates. John has been with AW for 22 years and Jeff for 15. Their experience in value engineering and constructability reviews, while evaluating alternate means and methods, will help the project team focus on cost reduction concepts to maintain the project budget. John and Jeff have worked with every individual listed above, and have helped acquire almost every project AW has completed for the past 15 years.	●	●	●	●	●	●



SECTION 5

CMAR PROJECT APPROACH



5. APPROACH

Archer Western's approach to this project is centered on building a strong, successful relationship with the City of Alvarado, their employees and the design team. We believe the entire construction process is successful by proving ourselves every day and establishing an open and trusting relationship with all parties involved. Our proposed project team has a record of completing challenging projects of similar size and scope in North Texas.

AW's management staff, along with our experienced local craft employees, have completed previous projects by working hand in hand with the project owners and design engineers to deliver quality projects on time and within budget. The approach of getting involved in every aspect of the project has had great success in solving difficult issues encountered on numerous projects. The following answers are in response to section 3.2.E.1 of the City's RFP.

1. Describe your approach (when and how) to validate the Owner's budget and schedule for this Project and what actions would be taken should this validation result in Owner's budget being exceeded and Owner's schedule being lengthened.

For most of our CMAR contracts, design is at 30-percent when we are brought on. Our estimators immediately **establish a baseline cost model to ensure that the current scope is realistically within the Owner's budget, thus validating their budget.** These cost models are transparent and can be reviewed at any time by the City and FNI. AW will also track all elements of the project utilizing scheduling software. Our initial baseline schedule for this project is provided at the end of this section, and elaborated on in question 4. Our team is flexible and will develop options to cut time from the schedule.

As your CMAR, AW's goal is to provide the best value for the City's project, with the best overall schedule. Our efforts are constant and whether the initial budget and schedule are validated, or work is needed to rein them in, our team achieves Best Value through the following steps:

- **Providing the highest quality constructability review**
 - » Use the lessons learned from 15 CMARs completed in region

"They brought creative solutions to design review meetings and provided transparent cost estimates that helped all parties work toward a common goal."

Bala Vairavan; Director, Capital Projects
Synagro (See [Section 3](#) for full letter)

- **Providing cost modeling throughout the duration of the design and development phase**
 - » Include early out items to lock in pricing
- **Providing value engineering options**
 - » Type of pipe material
 - » Identify best option for backfill
 - » Best Value equipment selection
- **Developing construction schedule throughout the project**
 - » Track all elements including design and permitting
- **Developing bidding packages aimed at reducing schedule duration**
 - » Minimize bid packages in an effort to reduce additional mobilizations
- **Allowing for multiple subcontractors**
 - » Find the right balance between multiple subcontractors and schedule impact
- **Coordinating with Utility Providers, municipalities and home owners as needed**
 - » Assist in identifying additional easements needed

With these plans and methods in place, the team has tangible evidence of where the budget and the schedule stand for the project. This is how AW has established a proven record of maintaining consistent pricing through all stages of work. Allowance items and/or Contingencies are established to account for the lack of detail at 30-percent. Assuming that the Owner's budget and end date are validated by the cost model and schedule, the team continues to progress the design to 60-percent

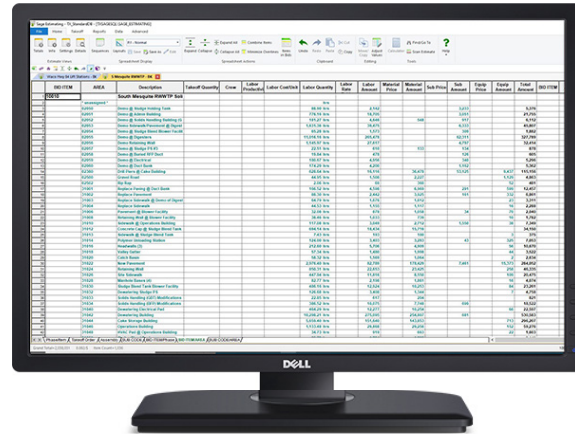
After review of the 60-percent design, AW, as the CMAR, re-visits the cost model. Allowance items give way to more detailed cost line items, as the design becomes more established. Contingency is lowered, as the team gains more confidence in the overall project requirements. The schedule is updated with any movements in the Engineers' design schedules.

Once again, the team comes together to discuss project status and, assuming budget and end date are validated, and everyone is in agreement with current allowances, contingencies and schedule, the team continues to progress design to 90-percent. The same process happens at 90-percent and again, a final evaluation at 100-percent. This is apparent in our most recent CMAR ventures, as shown in the table below:

	Riverbend WRF CMAR	Parallel Pipeline CMAR
30%	\$34,075,584	\$30,032,889
60%	\$33,555,859	\$33,921,387
90% (GMP)	\$30,899,276	\$33,829,915
Cost of Work	\$30,379,186	\$33,418,048
Difference of GMP to Cost of Work	(\$520,090)	(\$411,867)

Regardless of whether our initial cost model meets the Owner's budget or schedule, AW maintains a log of Value Engineered ideas to vet with the project team, and seeks out innovations within the project schedule that would enable a shorter project duration. However, if the cost model proves to exceed the Owner's budget, our knowledgeable construction teams target discussions of alternate designs, alternate equipment, or "big ticket" items that would be most productive to save costs for the project. Likewise, if the schedule exceeds the Owner's expected completion date, our teams develop options and opportunities to rein the schedule back in.

OUR ESTIMATES INCLUDE A
HIGH LEVEL SUMMARY WITH A
TRANSPARENT VIEW OF COST



Our team has numerous examples for both of these CMAR projects which demonstrate AW's strategy to manage costs. At the Riverbend WRF, for example, the owner wanted a very elaborate administration facility. The estimates for this facility were close to \$1M, which put the entire project over budget. **AW's solution was to work with a local builder who could design and build the admin facility for less than \$400K with the required necessities of the facility.** By utilizing his standard offerings, AW was able to capitalize on needed savings and meet the owner's expectations.



Throughout all phases of the design and preconstruction, our teams also create a design progression log for the plans and the specifications. This log tracks all suggested value engineering ideas and areas of possible conflicts or omissions within the contract documents. These issues could lead to gaps or overlaps in numbers from vendors or subcontractors. The log also includes an evaluation of whether the suggestion would affect time or costs, and a notation of whether the item is accepted, denied, or needs more information. **This tool puts our discussions on paper and tracks our collective decision making throughout preconstruction.**



By openly communicating design strategies and conceptual assumptions, each party contributes to completing the project within the established budget,

Evidence of accurate Cost estimates

On our team's recent Parallel Pipeline CMAR project, we developed a GMP based on our construction experience and knowledge of the current market.

When the 11 work packages went to bid, our **team's estimates were within 1.27%** of the final contracted amount. Our team will apply this same knowledge of the North Texas water construction market to the City's project as we progress toward 100% design, final GMP(s), and completed construction.



Our team coordinated with nearby homeowners to facilitate construction during our Parallel Pipeline project.

without sacrificing quality or functionality of the City's investment. We help the City balance the project's design between the budget, the operational needs, the schedule, and even long-term, life cycle costs for the plant.

Any items that may pose risk or additional challenges are called to the forefront so that all team members are aware of the options and the true value of those options. Our role as your CMAR is to be a trusted advisor and teammate throughout design, construction, start-up and commissioning, and even through the warranty period and beyond.

Startup & Commissioning

All of our projects include testing and start-up procedures to ensure equipment is working properly. Our project management teams work together to ensure facility improvements work seamlessly with the existing facility and operate at the expected standard. For this project, Superintendent Bret Skaggs will lead startup and commissioning.

Our start-up approach begins with involving the plant operations staff to prepare and execute a construction sequencing strategy that will minimize plant disruptions. We meet to develop a Maintenance of Plant Operations Plan (MOPO) for each critical equipment tie-in and shut down. We plan critical tie-ins at times when plant flows are low and sufficient operations staff is on hand to assist in the event of an unforeseen emergency. Once everything is tied in and the last connections are made, we re-verify proper installation of all components.

Our start-up approach also takes into consideration all active components of the existing, operating facility. **In this instance, an operating**



headworks and continual screenings and grit removal must be maintained throughout construction and start-up,

even if it means bringing in temporary dumpsters or other means to remove the waste. As we near completion of the equipment installation, we begin electrical and mechanical check out of individual pieces of equipment. The vendor, with Bret's assistance, will startup and test the equipment. Again, we have plant staff available and involved wherever possible. This gives them the opportunity to start experiencing their new equipment while vendor representatives and contractor personnel are on hand to assist and answer questions.

Once a complete system has been put into service, all components are functionally tested using the SCADA system. After successful functional testing, we oversee performance testing in accordance with the specifications. Formal training, Final O&Ms, and Warranty information are all completed and turned over upon successful start-up.

2. Describe your approach to risk identification, evaluation, and management and how you plan to address market cost escalation of labor and materials and supply chain delays.

One of the greatest advantages the City of Alvarado can realize through the CMAR project delivery method is that it allows AW's Team to identify and either eliminate or mitigate potential project risks early on, during the preconstruction phase. Risk identification during preconstruction is the area where the tenure and experience of your CMAR shine. Experienced contractors will be able to identify risks to the project and their likelihood of occurrence.

Our coordination efforts facilitate a collaborative thought process during early design phases, effectively reducing the number of high risk operations and ultimately saving the project time and money. Working together in a team atmosphere, with dedicated professionals, establishes major cost savings that are realized while schedule impacts are reduced.

AW will continuously track and develop our risk matrix model to keep the City apprised of major factors that could impact the overall success of this project. Within this risk matrix will be potential cost and schedule impacts related to each individual issue, providing the Project Team with a clear understanding of major challenges. We have already

identified a few items which will help in reducing risks to the overall construction schedule for the City of Alvarado's project:

- Procure Package Plant Contractor as early Milestone
- Bid long lead material early
- Set milestones on the construction and work backwards to determine critical path and guide design completion
- Work with Utility providers to start process of getting electrical to site
- Push for geotechnical work to begin as early as possible

AW's Risk Management Plan is a continuously evolving document, developed during the preconstruction phase and maintained throughout construction to project close out. The final evaluation and assignment of magnitude is done as a collaborative activity with the City of Alvarado and the Design Engineer. We have adopted the four step process below to address project risk:

Materials & Equipment Procurement

It is typical for the specialized equipment used for wastewater treatment plants and headworks to have long lead times. Our initial schedule will include equipment lead times based on our knowledge of

Archer Western's Risk Management Approach

1 IDENTIFY SOURCE OF RISK
Our ability to visualize what is not yet depicted in the contract documents helps us identify a source of risk before it comes to fruition and effectively coordinate with the City of Alvarado and FNI.

2 ASSESS SEVERITY OF RISK
After identifying a potential risk, the CMAR Team assesses said risk in terms of potential severity of impact and probability of occurrence. We score severity and probability on a scale from one to five, five being the most severe or most probable.

3 PRIORITIZE THE RISK
Once all potential risks have been identified and assessed, a simple formula is applied to prioritize the risks: *Probability of occurrence (1 to 5) multiplied by Severity of impact (1 to 5) is equal to the magnitude of risk (1 to 25)

4 MITIGATE THE RISK
Upon prioritization, AW's experienced team begins the risk mitigation process in collaboration with the City of Alvarado. We start with activities that have the greatest magnitude of risk, and continue down the list until all potential risks are addressed.

the current market. **Creating this schedule early in preconstruction will maintain awareness of potential schedule risks.**



Another way to mitigate the risk is to **procure headworks screens, new pumps, electrical gear, and other materials as early as possible.** This will allow manufacturers to begin their work prior to the final award of bid packages, reducing the risk of delays affecting construction. If we focus design efforts on equipment for both phases, we can procure all equipment together. **Doing so would**



mitigate potential price increases and begin the unavoidable lead times for manufacturing.

Assuming the performance-based specification for the packaged plant is ready at NTP, AW will be able to advertise for this package as soon as we meet with the City to ensure their procurement requirements are being met. Early procurement of this package is paramount to maintaining the schedule. After reviewing 30-percent design drawings, AW will work with FNI and the City to identify other potential early-out packages that could save on schedule.

Cost of Labor Escalation

Across the country, the escalating cost of labor has been faced by many contractors, and we are no stranger to these struggles. AW is committed to the use of both local suppliers, subcontractors, and laborers as well as minority enterprises, and will use a combination of approaches to identify and select the best firms available. Our efforts will be realized early in the preconstruction services phase with project awareness and outreach events, the logistics of which AW will coordinate with the Owner and the Engineer.

The crew Michael and Bret bring along with them have over a decade of tenure with this management team. These individuals have dedicated themselves to their craft and built the trust and teamwork necessary to a successful CMAR venture, moving with Bret from one project to the next. Over half of



Project Crew at Elm Fork WTP

the existing crew have worked on the award-winning Garland Biosolids project highlighted in [Section 3](#), and are currently completing work on the Village Creek WRF project.

An on-time and under-budget project is our priority.



We will continue to develop the project schedule to meet the City's needs for the project and ensure that all entities

adhere to this schedule. We will work with FNI to guide the design to take advantage of any early starts that we can, as this team has done with their Village Creek project. Also we will be developing intermediate milestones with associated liquidated damages that will be part of the responsible contractors bid packages. Along with this, we will establish tie-in schedules that meet the needs of the City and also mitigate risks to existing plant operations.

3. Proposer shall describe its approach for establishing and maintaining quality control and highlight lessons learned and challenges faced and how they were met from previous projects. Discuss how the proposed Quality Control ("QC") team will be structured to provide experienced personnel for QC inspections to cover all disciplines.

The CMAR selected by the City of Alvarado must be flexible and have a dedicated quality team. AW's team is committed to actively constructing quality projects and our approach to quality is comprehensive and multi-dimensional. We respect and manage quality control during all phases of the project.

*Rowlett Creek WWTP*

Foundation of quality assurance begins in preconstruction. During the preconstruction services, our major quality control efforts are focused on providing accurate cost estimates and realistic schedules. These two tools provide important guides for discussions and decisions related to the best interest of the project.

We pay special attention to the development of bid packages and definition of scopes of work that consistently account for total scope coverage without gaps or overlap. Additionally, we will develop a project specific Quality Management Plan (QMP). This QMP establishes quality goals for the project, identifies key personnel for quality issues, defines quality education, and sets standard operating procedures.

The QMP will set forth equipment and material receiving processes to ensure that all equipment and material delivered to the jobsite meets specification and submittal requirements, and that proper storage procedures are in place. Quality Control Manager, Mike Roon oversees the development of the project specific QMP. This plan will detail methods of inspection and testing required by the contract, including notification and coordination procedures.

Mike will be available for the duration of the project. He will review all bid packages shop drawings for contract conformance, inspect materials as they

arrive and act as liaison with the City and FNI, so they are assured that the work has been inspected and put in place per Contract Documents. Mike will also work with a contracted Materials Testing Firm so that QC inspections cover all disciplines.

AW's Team will develop Work Plans for every definable feature of work identified in the project specific QMP. The Work Plan details task requirements according to features of work. The focus is on scope, sequence, tolerances and standards, resources, subcontractor coordination, contract documents, layout, safety, and environmental requirements. The three primary phases discussed in each Work Plan are as follows:

Preparatory Phase

The development of a Work Plan begins with the review of the contract documents and submittals, coordination between trades, defining inspection and testing requirements, and assurance that prerequisite work has been completed and complies with the contract documents. Preparatory meetings are coordinated to familiarize all involved parties with the level of quality that is expected in the forthcoming task. Our Team will keep accurate records and provide proper documentation, allowing the next phase to begin when our inspection indicates that all requirements are fulfilled.

Production Phase

Compliance verification, initial inspections, and testing are the quality control tools used to maintain preferred workmanship standards during production.

Hold points, built into each Work Plan, provide opportunities to double check work, execute required testing, and perform inspections to confirm adherence to the project's quality standards.

Follow Up Phase

Our Team will continue to make daily inspections as construction progresses, ensure that required testing is performed, record the results, and complete any necessary corrections properly. The Work Plans will be audited and revised to accommodate any modifications during the work and redistributed to field crews and subcontractors for immediate implementation. Upon award, we will work with the Owner to balance needs vs. costs and the validity of this plan to assure a quality project.

As Quality Control Manager, Mike is ultimately responsible for the oversight of our QMP and its implementation. However, every member of our Team is expected and qualified to enforce every aspect of this plan. We have a multi-person

approach to quality and hold everyone on the jobsite accountable for quality. As a Team, we will constantly monitor the work throughout each day. If deficiencies are experienced, they will be documented and communicated to the project team. Acceptable remedial actions will be implemented quickly in efforts to keep the work progressing forward and the occurrence will be addressed with the respective crew and/or contractor to ensure the deficiency does not reoccur.

Lessons Learned

A recent quality case study comes from our team's current Village Creek project for the City of Fort Worth. As our team worked through setting up the jobsite, we identified the need for a detailed plan to temporarily store and organize heavy pieces of equipment.

Part of this plan included all of the information needed to easily find and install equipment when ready. With this method, our team wasted zero time looking for equipment and eliminated any rework once installed because everything got to its proper location the first time.

Village Creek WRF

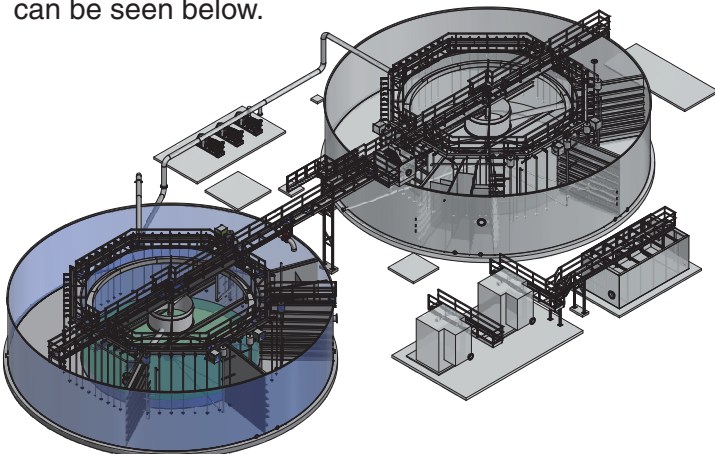


No stranger to early planning, our team executed a similar case study at the Garland Biosolids project. One of the unique areas of construction was the installation of the centrifuge and conveyor systems. Because of the large amount of equipment in a small footprint, this installation required extensive planning from field staff and careful coordination with the foreman and crews. Teams performed multiple quality checks to ensure the proper installation of the systems. This involved proving clearance requirements and meeting installation requirements for the centrifuge and conveyor equipment, while additionally facing field constraints.

Preemptive quality control such as this is one of many reasons the project received the 2019 ENR Award for Best Project.

4. Proposer shall provide a preliminary Critical Path (CP) schedule. Discuss how you will meet the Owner's schedule, the key assumptions in that schedule, and the key concerns for meeting the Owner's schedule.

At the end of this section, please find our preliminary schedule for the Alvarado Wastewater Treatment Plant Expansion. This schedule shows design elements, bid packages and construction. There are two early bid packages: the Package Plant and an Early Materials package. These two packages are critical in order to meet the Substantial Completion goal of January 2024. As detailed in the Critical Path Schedule, the design and release of the Package Plant is key. AW has been working with some of the possible package plant suppliers and the current shortest lead time is 38 weeks after release. This package plant must be a key priority for early design and bid package development. A preliminary design can be seen below.



Our schedule shows this bid package tied to the completion of 60-percent design documents. If the team can develop a set of documents detailing the specifics of the Package Plant, there is a chance this bid package can go even earlier than 60-percent. AW will work with the design team to make this a priority. Additionally, if we bid out the Early Materials package after 60-percent, the schedule shows that AW can eliminate any delivery-related schedule issues. The durations given in the schedule are current accurate lead times for all of this material.

For the construction portion, the Influent Pump Station and the Headworks must be constructed concurrently. These are both part of package 3, so during the bidding phase, we will require bidders to submit the necessary personnel to accomplish this goal. There is an option to make these two separate bid packages, but typically the CMAR and owner can expect better pricing if items like these are combined into one.

Remaining work will be separated into an Electrical Package, Secondary Package and Site Improvements Package. This will ensure that the IPS and Headworks contractor can focus on critical items, while another contractor can build the ancillary structures. As AW has done previously, these elements can be combined into one bid package for cost savings to the project, but bidding contractors must demonstrate their ability to meet the construction schedule. These specifics will be worked out with the owner and engineer during the design/preconstruction phase of the project.

Key Concerns of the Schedule

- Maintaining Design Schedule
- Early Release of Package Plant
- Early Release of Long Lead Materials
- Construction Mobilization by February 2023
- Ensuring bidding contractors can meet expedited schedule

Key Assumptions

- Permits will not be a delay (AW will assist as able in permit process)
- Electrical, Gas and other Utilities are available or can be made available when required
- CMAR NTP will be June 2022
- Alvarado will be open to Early Material Procurement prior to GMP



AW's personnel have exceptional experience delivering CMAR projects on time, which we achieve by tracking early elements of the project, including design, from the beginning of preconstruction. This identifies critical activities that need the most attention, and helps us develop a detailed P6 schedule to outline the critical path and flow of work. Throughout procurement and into construction, we add details to this schedule, which helps us realize milestones and needed resources to meet the City's substantial completion date. The team also uses a 4-week look ahead in weekly team meetings and monthly coordination/progress meetings to further communicate the schedule.

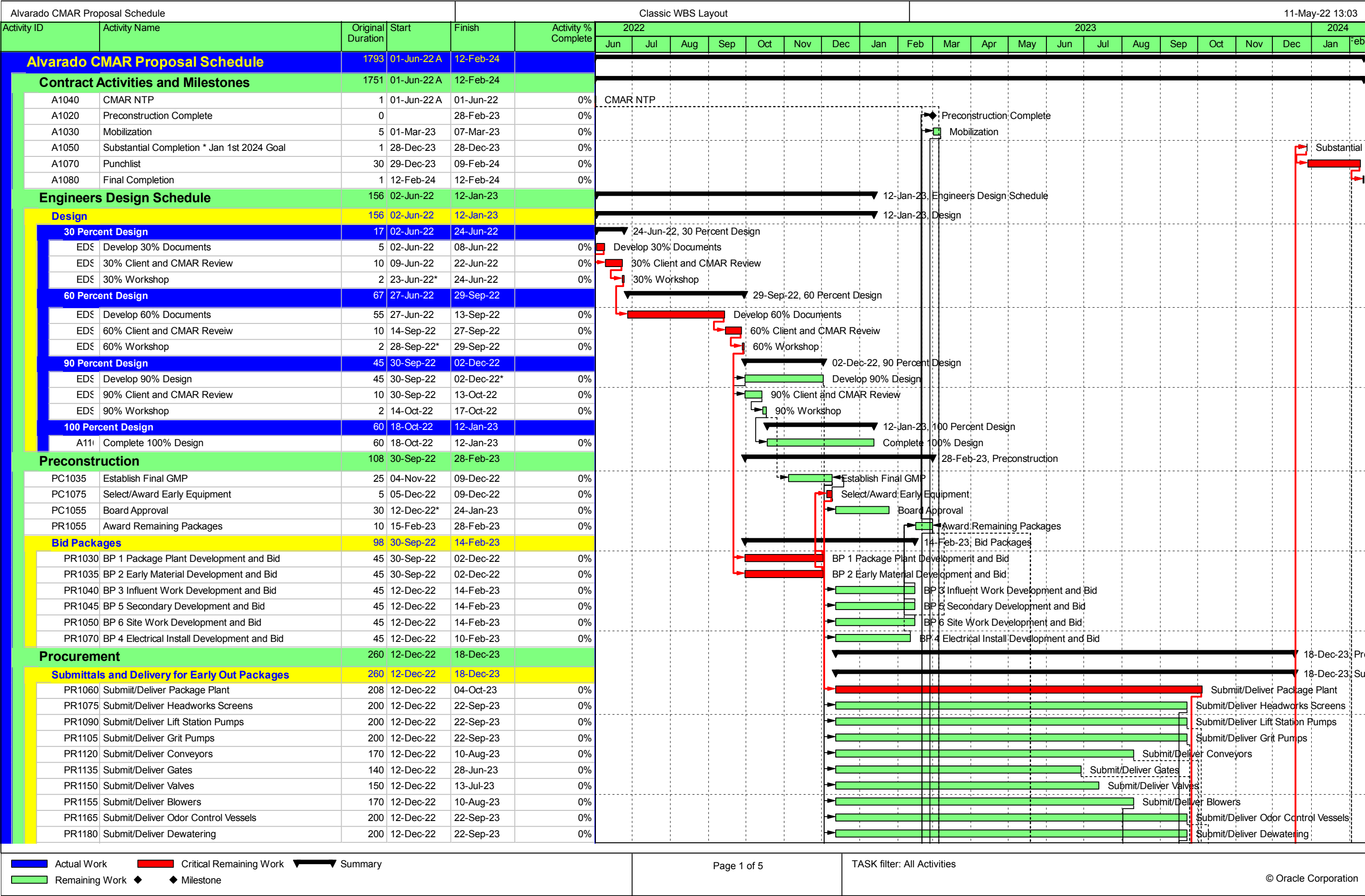
AW ensures the shortest duration schedule by utilizing early bid packages, as portrayed in the adjacent Preliminary Bid Packages chart. For this project, assigning Bid Package 2 as an Early Material Package will allow material to be released before design has been completed. This will also protect the project from rising material costs if the bids were delayed.

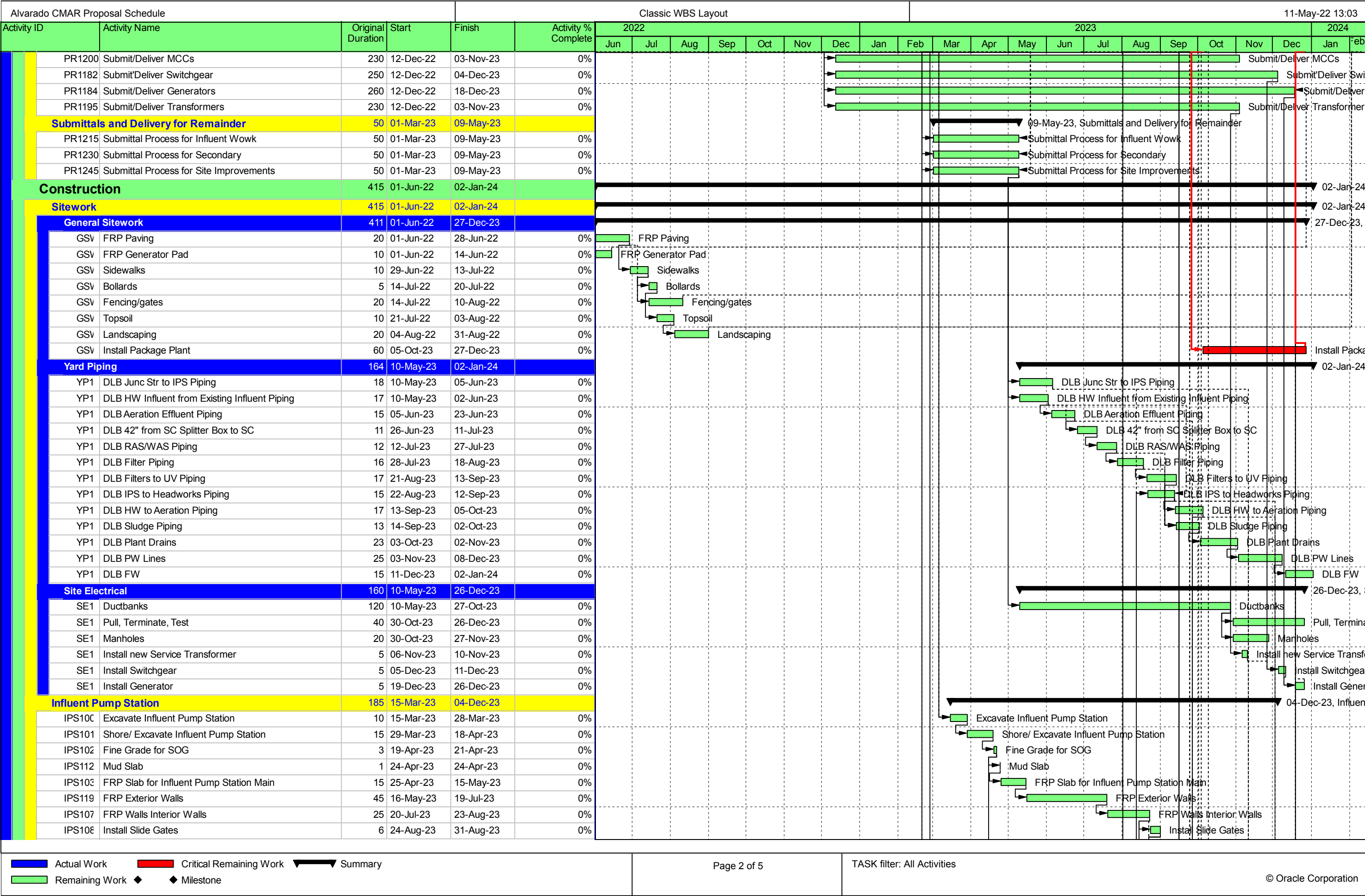
5. Proposer shall indicate...the Proposer's intention to pursue self-perform Work for the Project

Our goal is to create a competitive bidding environment on all packages, even the ones we intend to self-perform. As the selected CMAR on this project, AW intends to bid for the highlighted portions of work on the Preliminary Bid Packages chart.

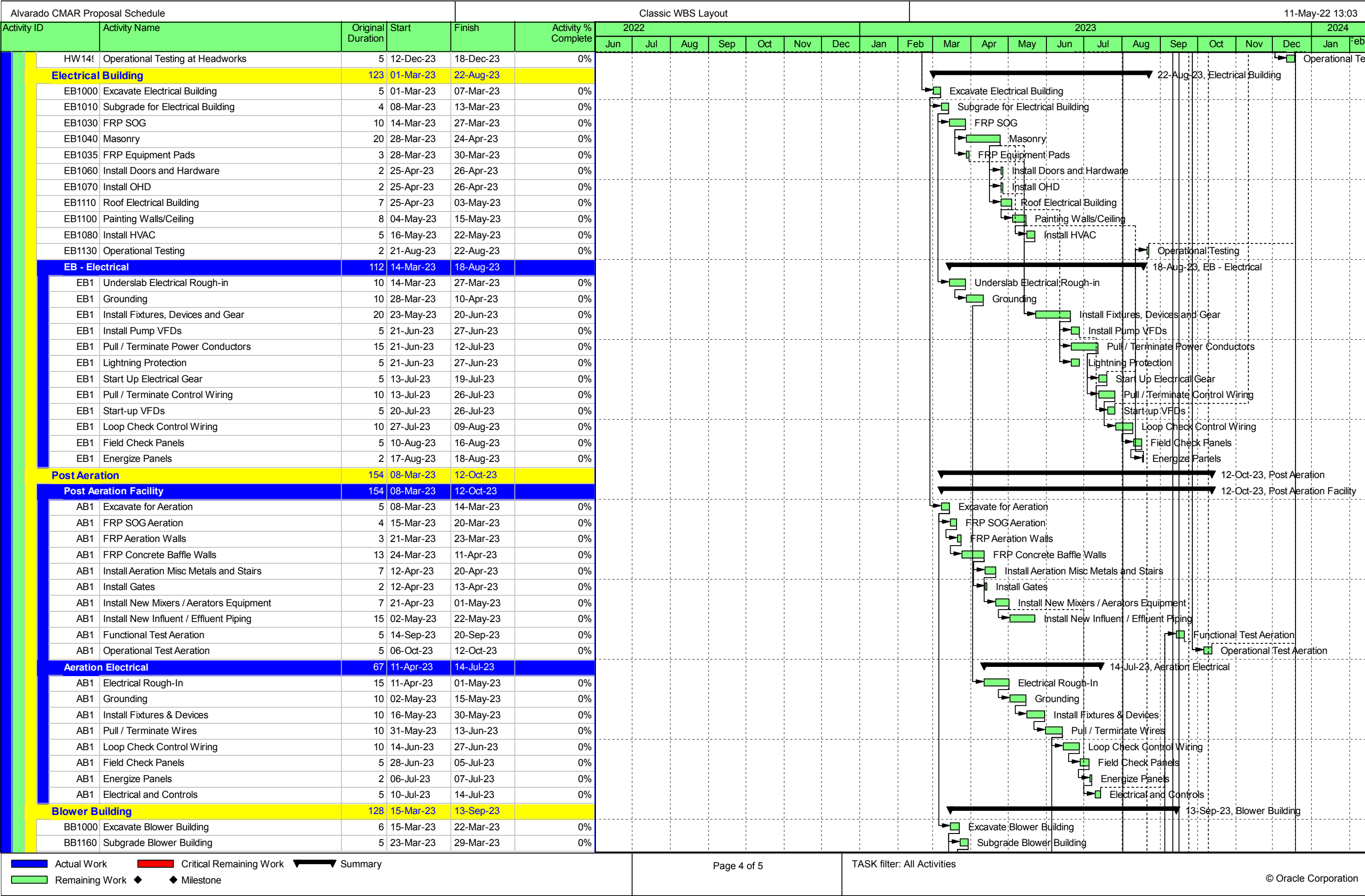
We will uphold to the approved evaluation criteria that has been established during the selection process for these areas of work. Typically on a treatment plant project, AW self-performs 60- to 75-percent of the project. This is often less on CMAR projects. One of our biggest strengths is our team's ability to self perform critical bid packages on the project. AW typically self-performs a majority of the work on any given water project. Self-performing work allows AW to better control the cost and schedule of a project. At this level of self-performance, we are adept at providing local subcontractors any needed support to efficiently and successfully complete this project.

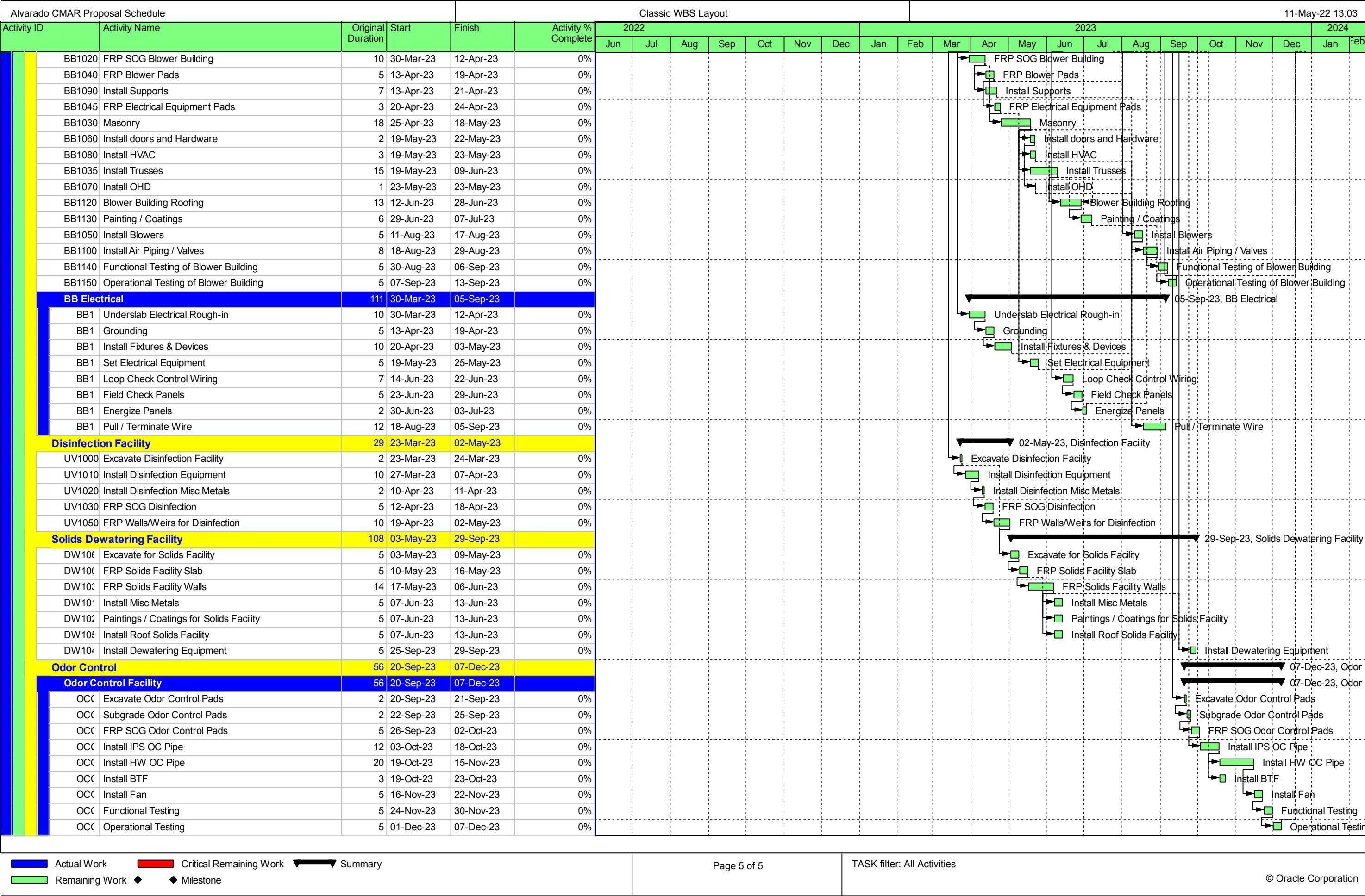
Bid Package	Description	Lead Time of Equipment
1	0.8 MGD Package Plant (Early Bid)	
	Procure Package Plant Contractor	38 weeks
2	Early Material	
	Headworks Screens	30 weeks
	LS Pumps	24 weeks
	Grit Pumps	20 weeks
	Conveyors	18 weeks
	Gates	18 weeks
	Valves	20 weeks
	Odor Control Vessels	24 weeks
	Dewatering Equipment	20 weeks
	MCCs	24 weeks
	Switchgears	30 weeks
	Generators	50 weeks
	Blowers	24 weeks
	Transformers	36 weeks
3	Influent Work	
	Headworks	
	Influent Lift Station	
	Grit Facility	
	Influent Flow Distribution Structure	
	Odor Control	
	Sludge Dewatering Facilities	
4	Electrical Work	
	Headworks Electrical Building	
5	Secondary	
	Disinfection	
	Post Aeration	
	Package Plant Blower	
6	Site Improvements	
	Headworks Electrical Building	
	Site Electrical	
	Plant Paving	
	Fencing Modifications	
	Misc Site Improvements	





Alvarado CMAR Proposal Schedule						Classic WBS Layout												11-May-22 13:03														
Activity ID	Activity Name	Original Duration	Start	Finish	Activity % Complete	2022							2023												2024							
						Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb						
	IPS104	Grout Fill at Wet Well	3	24-Aug-23	28-Aug-23	0%																										
	IPS110	Install Miscellaneous Metals	15	01-Sep-23	22-Sep-23	0%																										
	IPS107	FRP Shored Slab	10	01-Sep-23	15-Sep-23	0%																										
	IPS108	Hydrostatic Test of IPS	5	18-Sep-23	22-Sep-23	0%																										
	IPS111	Install Interior Piping	14	25-Sep-23	12-Oct-23	0%																										
	IPS107	Install Hatches	5	25-Sep-23	29-Sep-23	0%																										
	IPS109	Install Influent Pumps	5	13-Oct-23	19-Oct-23	0%																										
	IPS112	Painting and Coatings	20	13-Oct-23	09-Nov-23	0%																										
	IPS113	Backfill Influent Pump Station	20	13-Oct-23	09-Nov-23	0%																										
	IPS115	Functional Test of Influent Pump Station	6	10-Nov-23	17-Nov-23	0%																										
	IPS116	Operational Test of Influent Pump Station	10	20-Nov-23	04-Dec-23	0%																										
	Influent Distribution Structure		42	24-Apr-23	21-Jun-23																											
	A10	Excavate IJS Slab	4	24-Apr-23	27-Apr-23	0%																										
	A11i	Subgrade/Fine Grade Slab	3	28-Apr-23	02-May-23	0%																										
	A11i	FRP IJS Slab	5	03-May-23	09-May-23	0%																										
	A11i	FRP IJS Walls	19	10-May-23	06-Jun-23	0%																										
	A11i	Install IJS Gates	3	07-Jun-23	09-Jun-23	0%																										
	A11i	FRP Suspended Deck	8	12-Jun-23	21-Jun-23	0%																										
	Headworks		200	08-Mar-23	18-Dec-23																											
	HW10i	Excavate Headworks	10	08-Mar-23	21-Mar-23	0%																										
	HW10i	Fine Grade for SOG for Grit Vortex	3	22-Mar-23	24-Mar-23	0%																										
	HW10i	FRP SOG for Grit Vortex	7	27-Mar-23	04-Apr-23	0%																										
	HW10i	FRP Walls for Grit Vortex	10	05-Apr-23	18-Apr-23	0%																										
	HW10i	Hydrostatic Test Vortex	2	19-Apr-23	20-Apr-23	0%																										
	HW10i	Backfill at Grit Vortex	5	21-Apr-23	27-Apr-23	0%																										
	HW10i	Fine Grade for SOG screenings, dumpster, grit removal	3	28-Apr-23	02-May-23	0%																										
	HW14i	Subgrade for Slab	3	28-Apr-23	02-May-23	0%																										
	HW10i	Underslab Piping	10	03-May-23	16-May-23	0%																										
	HW10i	FRP SOG for Influent Channels	15	17-May-23	07-Jun-23	0%																										
	HW10i	FRP SOG for Screenings/Dumpster area	14	08-Jun-23	27-Jun-23	0%																										
	HW11i	Upper Walls at Headworks	18	28-Jun-23	24-Jul-23	0%																										
	HW10i	FRP Walls at Screenings and Effluent Area	20	25-Jul-23	21-Aug-23	0%																										
	HW14i	Install Doors	5	25-Jul-23	31-Jul-23	0%																										
	HW13i	FRP Shored Slab at screenings / dumpster area	13	22-Aug-23	08-Sep-23	0%																										
	HW13i	Hydrostatic Test of Headworks	5	22-Aug-23	28-Aug-23	0%																										
	HW15i	Install FRP Weir Troughs	5	22-Aug-23	28-Aug-23	0%																										
	HW15i	Backfill at Headworks	15	29-Aug-23	19-Sep-23	0%																										
	HW13i	Install Stairs	5	11-Sep-23	15-Sep-23	0%																										
	HW13i	Install Screening Equipment	7	25-Sep-23	03-Oct-23	0%																										
	HW13i	Install Gates	5	04-Oct-23	10-Oct-23	0%																										
HW13i	Install Grit Removal System/Pumps	8	04-Oct-23	13-Oct-23	0%																											
HW13i	Install Screenings Screw Conveyor	10	11-Oct-23	24-Oct-23	0%																											
HW14i	Install Checkered Platings	5	11-Oct-23	17-Oct-23	0%																											
HW14i	Install Grit Classifier	3	16-Oct-23	18-Oct-23	0%																											
HW14i	Install Interior Piping	15	19-Oct-23	08-Nov-23	0%																											
HW14i	Install Miscellaneous Metals	9	19-Oct-23	31-Oct-23	0%																											
HW13i	Install Screenings Washer/Compactor	6	25-Oct-23	01-Nov-23	0%																											
HW14i	Special Coatings	15	09-Nov-23	30-Nov-23	0%																											
HW15i	Painting	15	09-Nov-23	30-Nov-23	0%																											
HW14i	Functional Testing at Headworks	7	01-Dec-23	11-Dec-23	0%																											
																														</		





Page 187 of 445



SECTION 6

FINANCIAL AND PERFORMANCE INFORMATION





Travelers Bond
215 Shuman Blvd.
Naperville, IL 60563
Telephone: (630) 961-7052
Fax: (630) 961-7020

PROPOSAL FORM 4

Surety Letter of Intent

Date: May 16, 2022

Paul DeBuff, City Manager
City of Alvarado
104 W. College
Alvarado, TX 76009

Re: Request For Proposal for the Construction Management at Risk for the Wastewater Treatment Plant Expansion Project

Dear Mr. DeBuff:

Archer Western Construction, LLC (the "Proposer") has submitted its Proposal in response to the Request For Proposals ("RFP"), as amended by Addenda, for the Construction Management at Risk – Wastewater Treatment Plant Expansion (the "Project") issued by the City of Alvarado, the "Owner") on March 29, 2022. The RFP states the requirement that the Selected Proposer will enter into the Agreement to provide the Construction Management at Risk Services (the "Services") as described in the RFP.

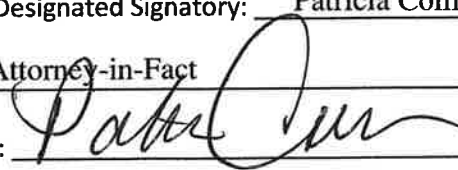
The Surety has reviewed both the Proposer's Proposal and the RFP. The Surety hereby certifies that, if the Proposer is selected as the as the Construction Manager at Risk for the Project and subject to the review and approval of the final terms and conditions of the Agreement, it intends to issue on behalf of the Proposer, as security for the performance of the Proposer's obligations under the Agreement, a performance, payment and maintenance bond for the benefit of the Owner, as beneficiary, in the event the Proposer is selected for the execution of the Agreement.

This Letter of Intent shall expire 60 days from the date of this Letter of Intent, and it may be extended or renewed by mutual consent of the Proposer and its Surety(s).

Name of Surety(s): Travelers Casualty and Surety Company

Name of Designated Signatory: Patricia Collins

Title: Attorney-in-Fact

Signature: 



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Patricia Collins** of **SARASOTA**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **May**, **2022**.



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



Proposal Form 5
Insurance Letter of Intent

April 6, 2022

Paul DeBuff, City Manager
City of Alvarado
104 W. College
Alvarado, TX 76009

Re: Request For Proposals for the Construction Management at Risk – Wastewater Treatment Plant Expansion Project

Dear Mr. DeBuff:

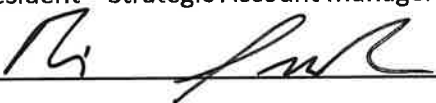
Archer Western Construction, LLC (the "Proposer") has submitted its Proposal in response to the Request For Proposals ("RFP"), as amended by Addenda, for the Construction Management at Risk – Wastewater Treatment Plant Expansion Project (the "Project") issued by the City of Alvarado (the "Owner") on March 29, 2022. The RFP states the requirement that the Selected Proposer will enter into the Agreement to provide the Construction Management at Risk Services (the "Services") as described in the RFP.

The Insurance broker has reviewed both the Proposer's Proposal and the RFP, including the proposed insurance requirements. The Insurance broker hereby certifies that, if the Proposer is selected as the Construction Manager at Risk for the Project and for the execution of the Agreement and subject to the review and approval of the final terms and conditions of the Agreement, the Insurance broker hereby certifies that it intends to provide or broker all required insurance identified in the Agreement.

Name of Insurance Broker: Aon Risk Services Central, Inc.

Name of Designated Signatory: Richard Subak

Title: Senior Vice President – Strategic Account Manager

Signature: 

CONFIDENTIAL

Proposal Form 6 Financial Resources Data

Proposer Name: Archer Western Construction, LLC

Financial Metric (Indicate appropriate years)	2019	2020	2021
A. Operating Revenues	\$1,164.2 M	\$1,535.3 M	\$1,588.7 M
B. Operating Expense (not including Depreciation and Amortization)	\$1,081.9 M	\$1,441.8 M	\$1,432.9 M
C. Depreciation and Amortization	\$2.8 M	\$3.5 M	\$7.1 M
D. Operating Income (A-B-C)	\$19.6 M	\$22.3 M	\$89.5 M
E. Net Income	\$20.6 M	\$22.4 M	\$89.9 M
F. Total Assets	\$581.7 M	\$711.2 M	\$816.4 M
G. Current Assets	\$411.3 M	\$636.9 M	\$727.8 M
H. Total Liabilities	\$516.2 M	\$642.4M	\$671.9 M
I. Current Liabilities	\$496.2 M	\$642.4 M	\$671.9 M
J. Net Worth (Equity) (F-H)	\$65.5 M	\$68.6 M	\$144.5 M

Proposal Form 7

Bank Credit Reference

Please provide the following information for the Proposer. Please sign and date this form.

Bank Reference for Archer Western Construction LLC ("Company")

Name of banking institution or organization: CIBC Bank USA

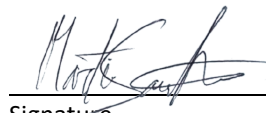
Address: 120 S. LaSalle St. Chicago, IL 60603

Contact Individual: Martin Santellano

Phone: 312-564-2943 Email: martin.santellano@cibc.com

Please indicate Yes or No in the appropriate box by answering the following questions and also respond to the last two questions:

Question	Yes	No
Has your organization or institution extended credit to the Company in the past three years?	Yes	
Has the Company ever defaulted on a loan with your institution or organization?		No
Has the Company's credit history included any instances of delinquent payments?		No
To your knowledge, has the Company ever filed for bankruptcy or been involved in any bankruptcy proceedings?		No
To your knowledge, have any of the corporate officers of the Company ever been in default on a loan?		No
To your knowledge, has any creditor ever filed any criminal charges against the Company?		No
Please discuss any other questions or issues that may have come out in any financial due diligence evaluation or credit check performed by your institution or organization		
Response: N/A		
Overall, how would you rank the financial stability or credit worthiness of the Company (e.g., excellent, good, satisfactory, or poor?)		
Response: We hold Archer Western in high regards.		


 Signature

Martin Santellano, Client Banking Specialist
 Printed Name and Title

4/7/2022
 Date

Proposal Form 8

Financial and Performance Questions

Performance and Financial Questions [Note: N/A is not an acceptable response]
Material Adverse Changes in Financial Position. Within the last three years, describe any material, historical, existing, or anticipated changes in financial position of the Proposer including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures, or divestitures.
Response: NO
Bankruptcy. Has the Proposer ever declared bankruptcy or filed for protection from creditors under state or federal proceedings? If so, state when and describe the impact it would have on the ability to undertake this Project.
Response: NO
Liabilities and/or Potential Liabilities. List and briefly describe any pending or past legal proceedings within the last three years and judgments or any contingent liabilities in which the Proposer or any parents, affiliates, and subsidiaries of the Proposer was or is a party that could adversely affect the Proposer's financial position or ability to undertake this Project.
Response: NO
Completion of Contracts. Within the last five years has the Proposer failed to complete any contract or has any contract been terminated due to alleged poor performance, default, or litigation?
Response: NO
Violation of Laws. Has the Proposer been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages? If so, describe the circumstances.
Response: NO
Violation of Regulatory Compliance. Has the Proposer been cited for a violation of any federal, state, or local statute or regulation for regulatory environmental compliance? If so, describe the circumstances.
Response: NO
Debarred from Bidding. Has the Proposer been debarred or been under consideration for debarment on public contracts by the federal government or by any governmental entity in Texas or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal and/or grievance process?
Response: NO
Contractor Refusal. Has Proposer ever refused to construct or to provide materials defined in the contract documents for any project?
Response: NO
Proposer Release. Has Proposer been released from a bid or proposal in the past three years?
Response: NO
Litigation. Has Proposer been involved in litigation involving owners for construction projects that have been filed within last five years or that are currently outstanding?
Response: NO
Claims. Provide a summary of significant claims incidences (claim is 3% or more of the contract amount) over the past five years that Proposer has had involving owners for construction projects.

Response: Archer Western, Texas Business Group, plant division has had no significant claims incidences (claim is 3% or more of the contract amount) over the past five years that Proposer has had involving owners for construction projects.

Proposal Form 10
SENATE BILL 13 VERIFICATION

I, Scott Smiley, the undersigned representative of
(Individual's Name)
Archer Western Construction, LLC,
(Business or Company)

hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Government Code Chapter 2274:

1. Does not boycott energy companies; and
2. Will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. *"Boycott energy company" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, and (b) does business with a company described by paragraph (a); and*
2. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The term does not include a sole proprietorship.*



SIGNATURE OF COMPANY REPRESENTATIVE

Scott Smiley, Business Group Leader

PRINTED NAME OF COMPANY REPRESENTATIVE

5.16.2022

DATE

Proposal Form 11
SENATE BILL 19 VERIFICATION

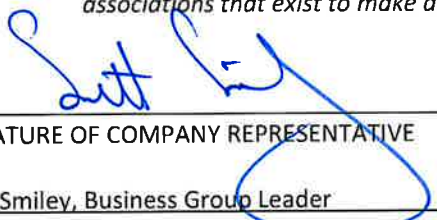
I, Scott Smiley, the undersigned representative of
(Individual's Name)
Archer Western Construction, LLC
(Business or Company)

hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Government Code Chapter 2774:

1. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2774.001, Texas Government Code:

1. *"Discriminate against a firearm entity or firearm trade association" means: (A) with respect to the entity or association to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; and*
2. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The term does not include a sole proprietorship.*


SIGNATURE OF COMPANY REPRESENTATIVE

Scott Smiley, Business Group Leader
PRINTED NAME OF COMPANY REPRESENTATIVE

5-16-2022
DATE



SECTION 7

COST PROPOSAL



CONFIDENTIAL

Proposal Form 9 COST PROPOSAL

Fees for Services for Construction Manager-At-Risk Wastewater Treatment Plant Expansion Project

- 1.01 To: Paul DeBuff, City Manager
City of Alvarado
104 W. College
Alvarado, TX 76009
- 1.02 The undersigned Proposer proposes to furnish all services, materials and equipment required to perform the Construction Management at Risk Services (the "Services") described in Attachments 1 and Exhibit A and 2 of the RFP for the prices indicated below.
- 1.03 The undersigned declares that it is the Proposer or by holding the position below indicated is authorized to execute this Cost Proposal on behalf of the Proposer and that all representations made on this Cost Proposal are true and correct.
- 1.04 The undersigned acknowledges that the Cost Proposal is based on the Construction Management At Risk Services Agreement and Standard General Conditions of the Construction Contract included in this RFP and as amended by any Addenda during the procurement period.

ARTICLE 2: Fees

[NOTE: Provide all dollar amounts and percentages in written words and numbers.]

- 2.01 Proposer will provide Construction Manager at Risk (CMAR) Services in accordance with the RFP, Construction Management At Risk Services Agreement, Standard General Conditions of the Construction Contract and Contract Documents for the prices shown below and will complete the construction of the Project within the Guaranteed Maximum Price established in a future Amendment.

- A. Pre-construction Services Fee: The Lump Sum amount of

\$ One Hundred and Twenty Thousand
(\$ 120,000).

The lump sum amount stated above in Article 2.01(A) is the maximum amount to be paid to CMAR for the Pre-Construction Services and includes all costs and expenses in accordance with the Contract Documents for Pre-Construction Services.

- B. Procurement Service Fee: The Lump Sum amount of

\$ Forty Thousand
(\$ 40,000).

The lump sum amount stated above in Article 2.01(B) is the maximum amount to be paid to CMAR for Procurement Services and includes all costs and expenses in accordance with the Contract Documents for Procurement Services.

C. Construction Services Fee (CMAR Fee):

Fifteen

(15*) percent of Cost of Work.

The percentage stated above in Article 2.01(C) is the maximum amount to be paid to CMAR for the CMAR's construction services fee. CMAR's construction services fee is intended to compensate CMAR for its profit, as well as its indirect overhead costs not compensated through reimbursement for its General Conditions as defined in the Standard General Conditions of the Construction Contract and the Construction Management At Risk Services Agreement.

Scott Smiley

Name

Business Group Leader

Title


Signature

5-16-2022
Date

* The above 15% fee includes items indicated in 2.01C as well as General Conditions as defined in 11.01A.1.c. of the Standard General Condition as described by items 1 through 12 on page 60 of 84. 11.01A.1.c. of these Standard General Conditions indicate that the General Conditions flat fee is to be included in section 2.02 of the Cost Proposal, however 2.02 was not included in the Cost Proposal as provided. For this reason, the fees are all combined and indicated above in 2.01c.



SECTION 8

RESUMES



ARCHER WESTERN

Mark Tepera

Program Manager



Technical/Managerial Experience:

Mark has over 30 years of construction experience with a strong performance record executing various public works projects and delivery systems. Mark ensures optimal quality based on client's needs and oversees diverse contractor teams to produce timely completion within budget.

Roles & Responsibilities:

As a Program Manager, Mark is directly responsible for all aspects of construction operations, including the establishment of management systems, close supervision over projects in progress, direct supervision of project management staff, preconstruction services, estimating, design management, value engineering, scheduling, and the preparation of quality control programs for Texas Regional projects.

Years of Experience:

30 Years in the Construction Industry
27 Years with Archer Western
27 Years in Water/Wastewater
27 Years CMAR/DB Experience

Education:

BS in Building Construction
Texas A&M University 1991

Training/Certifications:

- OSHA 30 Hour
- Crane Safety
- CPR, First Aid, & BBP
- Competent Person

Key Projects:

CMAR - Riverbend WRP Expansion Project - \$31M Project for UTRWD * Completed November 2019

* Contact: Kurt Staller * 972-219-1228

This project was completed On-Time, On-Budget, and with no disputes with the Owner. This project was an expansion of the existing WRF to continue to meet permit. It included an influent pump station sized for peak flow firm capacity with VFDs, a new headworks facility including 15 MGD fine screens, one 20 MGD vortex grit basin with grit pump and classifier, one conveyor, washer/compactor, and modifications to SBRs to convert to aeration basins configured in an anaerobic/oxic (A/O) process. Mark provided constructability input throughout preconstruction and contributed to project cost savings by recommending a split of the IPS structure for future capacity needs. **See Section 3 for project sheet.**

Garland Biosolids Rehabilitation and Odor Control - \$23.4M for City of Garland * Completed May 2019 * Contact: Mickey Butler * 972-205-2713

Construction of solids handling and odor control improvements at the Rowlett Creek and Duck Creek WWTP. The improvements included modifications to existing sludge holding tanks, sludge thickening and dewatering facilities. In addition, four existing anaerobic digesters were converted to aerated sludge holding tanks and a new cake storage and truck unloading facility was constructed. Additional scopes of work to use contingency monies came along with time extensions. In his transition from Project Manager to Senior PM, Mark provided critical support for the project team throughout all phases of construction. **See Section 3 for project sheet.**

Design/Build - Garland Road Elevated Storage Tank Shoring - \$3.4M for Dallas Water Utilities * Completed August 2019 * Contact: Richard Zohne * 214-948-4575

Design and preconstruction services for permanent shoring measures for the Garland Road Elevated Storage Tank containment bowl slab. Mark led design development with our selected engineer and collaborated with DWU to progress the project.

Project Experience:

Program Manager * 2016 - Present

Pierce-Burch WTP Chemical Clearwell and Pump Station - \$112M project for the City of Arlington * Scheduled for Completion July 2025 Contact: Ashley Brown

Southside WWTP Electrical SCADA Imp-
\$44.6M project for DWU * Scheduled for
Completion June 2024 Contact: Andrew
Paulsen 469-619-1241

Turtle Creek Pump Station- \$30.7M project for
SAWS * Scheduled for Completion December
2023 Contact: Stella Manzello 210-233-3854

Alliance Raw Water Infrastructure and
Ground WTP - \$54.6M project for Alliance
Regional Water Authority * Scheduled for
Completion August 2023 Contact: Graham
Moore 512-294-3214

Sloan Creek Lift Station- \$10.6M project for
NTMWD * Scheduled for Completion June
2023 Contact: Rodney Smith 972-442-5405

Paw Paw WWTP Headworks- \$2.9M project for
the City of Denison* Scheduled for
Completion March 2023 Contact: 903-465-
2720

Copperas Cove Southwest Water Imp Phases
II & III - \$4.3M project for the City of Copperas
Cove

Waco Hwy 84 Corridor Wastewater System
Improvements - \$7.5M Project for the City of
Waco

Copperas Cove South WWTP Aeration Imp -
\$1M project for the City of Copperas Cove

North ETJ Water System - \$4.4M project for the
City of Waco

Bell County Water Control - \$1.9M project for
Bell County WC& ID No. 1

Kyle WWTP Expansion - \$29M project for the
City of

Riverside WTP - \$10.2M project for the City of
Waco * Completed October 2021 Contact:
Victor Venegas * 254-750-8098

Lake Lewisville WTP Phase II Improvements -
\$15.5M project for the City of Denton

Central WWTP Complex A Mechanical and
Process Improvements - \$12.7M project for
DWU

Flower Mound WWTP Rehab Phase V - \$9M
project for the Town of Flower Mound

Lake Lewisville WTP Dewatering
Improvements - \$8M project for the City of
Denton

Horseshoe Bay WWTP Expansion - \$5.2M
project for the City of Horseshoe Bay

McKinney Lift Station Improvements - \$25M
project for NTMWD

GBRA-Regional Raw Water System
Emergency Repairs - \$4.7M project for
GBRA

Wylie Chlorine System Improvements -
\$10.2M project for NTMWD

Water Production Facilities-Disinfection
Improvements - \$8.6M project for SAWS

Maltsberger Pump Station Improvements -
\$14.4M project for SAWS

Dallas Central WWTP Major Maintenance -
\$8.8M project for Dallas Water Utilities

Design/Build - Garland Road Elevated
Storage Tank Shoring - \$3.4M for Dallas
Water Utilities * Completed August 2019

Eastside WTP Site & Security Improvements
- \$2.6M for Dallas Water Utilities

Southside WWTP 2015 Major Maintenance
and Rehab - \$15.M project for DWU

Dallas Southside WWTP – Grit Removal
Improvements - \$14.9M project for DWU

Garland Biosolids Rehabilitation & Odor
Control - \$24.3M Project for the City of
Garland * Completed April 2019

CMAR – Riverbend WRP Expansion Project -
\$31 Project for Upper Trinity Regional Water
District * Completed November 2019

Elm Fork WTP Residual Handling Facility -
\$27.3M Project for Dallas Water Utilities *
Completed April 2020

ARCHER WESTERN

Michael Suarez

Project Manager



Technical/Managerial Experience & Job Description:

Michael is a uniquely talented individual who has worked with AW wastewater for the entirety of his career. His attention to detail and responsibility to management systems and quality work have aided his rapid move up the positions in the field. He has experienced and mastered each area of the project from the ground up, earning the trust and respect of his crew and upper management. It is his duty to ensure close coordination among all project team members, including Owner, Engineer, AW and Subcontractors. This is where Michael truly excels to achieve a successful project delivery.

Roles & Responsibilities:

Michael is responsible to provide leadership at the project level to ensure success. He assures the client's budgetary, scheduling, and quality goals are identified in the preconstruction services and met during the construction phase of each project. He accomplishes these goals by ensuring detailed cost estimates at each design phase, providing detailed cost analysis and value engineering evaluations, implementing effective communication procedures for all team members, and by aggressive schedule management, resource planning, and employment of quality assurance monitoring systems.

Key Projects:

CMAR - Riverbend WRP Expansion Project - \$31M Project for UTRWD * Completed November 2019

** Contact: Kurt Staller * 972-219-1228*

This project was completed On-Time, On-Budget, and with no disputes with the Owner. On this project Michael contributed to design review and cost estimating services. Michael was promoted to Project Manager for this project, and took point on design review, schedule building, and bid package procurement. He led his team into their first CMAR venture and through construction services to startup and warranty. **See Section 3 for project sheet.**

CMAR - Parallel Pipeline - \$40M project for Upper Trinity Regional Water District * Scheduled for Completion May 2022 * Contact: Tom Snyder * 972-219-1228

This project was completed On-Time, On-Budget, and with no disputes with the Owner. Michael contributed to design review and cost estimating services, in addition to ensuring the Owner's needs were met within schedule and budgetary constraints. His role has been crucial in securing the several change orders implemented by UTRWD. **See Section 3 for project sheet.**

Design-Build Village Creek WRF Biosolids - \$33M Project for the City of Fort Worth * Scheduled for Completion July 2022 Contact: Steve Nutter 817-392-4965

Archer Western partnered with Synagro Technologies, Inc., Andritz Separation, Inc. and Freese and Nichols to design, build, and operate the Village Creek Water Reclamation Facility Biosolids Management and Beneficial Reuse Facility located at the Biosolids Processing Facility Site. On this project, Michael worked with our Design-Build partners to progress design of the project and manage construction. He participated in design review meetings, contributed to cost estimating, and oversaw preconstruction and construction. **See Section 3 for project sheet.**

Years of Experience:

19 Years in the Construction Industry

19 Years with Archer Western

19 Years in Water/Wastewater

6 Years in CMAR/DB Experience

Education:

BS in Civil Engineering, 2003

Oklahoma State University

Training/Certifications:

- OSHA 30 Hour

- Competent Person

- First Aid, CPR, & Blood Borne Pathogens

- Crane Safety

Project Experience:

Project Manager 2013-Present

Wilson Creek RWWTP Step Feed AB - \$9.3M
Project for NTMWD * Scheduled for Completion
March 2023 Contact: David Clisch * 972-442-5405

Stone Hill Pump Station Discharge Valve
Replacement and Tank Rehabilitation - \$1M
Project for the Tower of Flower Mound *
Completed April 2021 Contact: Brian Waltenburg * 972-874-6234

Bachman-Eastside-Elm Fork Ozone System
Improvements - \$36.4M Project for Dallas Water Utilities * **Scheduled for Completion July 2022**
Contact Kimberlie Brashear * 214-948-4249

Rowlett Creek Effluent Filter Rehab - \$7.2M
Project for the City of Garland * Scheduled for
Completion May 2022 Contact: Mickey Butler * 972-205-2713

Bachman WTP Lagoon - \$2.5M Project for Dallas Water Utilities * **Completed February 2021**
Contact: John Prince * 780-963-1484

Lake Lewisville WTP Phase II Imp - \$15.6M
Project for the City of Denton * Scheduled for
Completion May 2022 Contact: Jane Rogers * 940-349-7100

Design-Build Village Creek WRF Biosolids - \$33M
Project for the City of Fort Worth * Scheduled for
Completion July 2022 Contact: Steve Nutter 817-392-4965

Thomas Taylor WTP Ozone Improvements -
\$686K Project for Upper Trinity Regional Water District * **Completed October 2020** * Contact: Elizabeth Boddicker * 972-219-1228

Rowlett Creek Lift Station - \$1.8M Project for the City of Garland * **Completed September 2020** *
Contact: Mickey Butler 972-205-2713

McKinney Lift Station Improvements - \$25M
Project for NTMWD * Completed April 2021
Contact: David Clisch 972-442-5405

CMAR -UTRWD - Parallel Pipeline Project -
\$40M Project for the Upper Trinity Regional Water District * **Scheduled for Completion**
May 2022 Contact: Tom Snyder * 972-219-1228

Lake Spence, Sub to Acme - \$250K Project for ACME Electric **Completed June 2020**

TRA Phase VI Rehabilitation - \$2.7 Project for FSG Electric at the CRWWTP * **Completed March 2022**

Wilson Creek RWWTP Electrical
Improvements Phase II - \$2.9M Project for FSG Electric * **Completed June 2020**

Design-Build Garland Road Elevated Storage
Tank Shoring - \$3.4M project for Dallas Water Utilities * **Completed September 2019**

Eastside WTP Site & Security Improvements -
\$3M for Dallas Water Utilities * **Completed April 2020**

East Fork Trinity River Pipe Repair - \$1M
Project for NTMWD * **Completed March 2018**

Elm Fork WTP Residual Handling Facility -
\$27.3M Project for Dallas Water Utilities * **Completed April 2020**

Wilson Creek Regional WWTP Electrical Imp. -
\$971K Project for FSG Electric * **Completed July 2020**

Wilson Creek Regional WWTP - \$44.3M
Project for Project for NTMWD * **Completed June 2019**

CMAR - Riverbend WRP Expansion Project -
\$31M Project for Upper Trinity Regional Water District * **Completed November 2019**

Wallace Street Pump Station - \$2.7M Project for NTMWD * **Completed October 2017**

Garland Biosolids Rehabilitation & Odor
Control - \$23M Project for the City of Garland * **Completed May 2019**

Water Facilities for Southport Logistics Park -
\$3.6M Project for SP1 Development LLC (PLR) * **Completed December 2016**

ARCHER WESTERN

Bret Skaggs

Superintendent/Scheduler



Years of Experience:

15 Years in the Construction Industry
15 Years with Archer Western
15 Years in Water/Wastewater
3 Years in CMAR/DB Experience

Education:

BS in Business Administration
Oklahoma State University, 2004

Training/Certifications:

- OSHA 30 Hour
- Competent Person – excavation, falls, confined space, electrical
- CPR/First Aid
- Incident Investigation & Reporting
- Crane Safety Basics

Technical/Managerial Experience:

Bret is a seasoned construction expert with over 15 years of experience in the industry, who has worked his way up through multiple positions throughout his career. He has extensive experience with biosolids projects and is well versed in both the office and field operations. His skills include project management and budget control, ensuring contract compliance, performing long-term resource planning, project scheduling, coordination with plant staff on shutdowns and other operations to ensure regulatory compliance, and assuring overall project safety and quality.

Roles & Responsibilities:

As a Project Superintendent with Archer Western, Bret is responsible for the completion of all phases of the project. This begins in preconstruction to determine a winning strategy moving forward. His duties include the review of plans, scheduling of work, tracking of job costs, managing daily field operation and coordinating with the owner's engineers. Bret is also responsible for on-site management of safety, subcontractor coordination, and the supervision of all construction work, ensuring it is completed to the owner's satisfaction.

Key Projects:

Design-Build Village Creek WRF Biosolids - \$33M Project for the City of Fort Worth * Scheduled for Completion July 2022 Contact: Steve Nutter * 817-392-4965

Archer Western partnered with Synagro Technologies, Inc., Andritz Separation, Inc. and Freese and Nichols to design, build, and operate the Village Creek Water Reclamation Facility Biosolids Management and Beneficial Reuse Facility located at the Biosolids Processing Facility Site. As Superintendent, Bret built relationships with the owner and FNI to realize their goals and assure on time, on budget delivery. **See Section 3 for project sheet.**

Garland Biosolids Rehabilitation and Odor Control - \$23.4M for City of Garland * Completed May 2019 Contact: Mickey Butler * 972-205-2713

Construction of solids handling and odor control improvements at the Rowlett Creek and Duck Creek WWTP. Improvements included modifications to existing sludge holding tanks, sludge thickening and dewatering facilities. In addition, four existing anaerobic digesters were converted to aerated sludge holding tanks and a new cake storage and truck unloading facility was constructed. Bret and his team worked to ensure safety, quality and collaboration with the owner on this project, which won the ENR Best Project Award in 2019. **See Section 3 for project sheet.**

Elm Fork WTP Residual Handling Facility - \$27.3M Project for Dallas Water Utilities * Completed April 2020 Contact: Lisa Jowell * 214-948-4425

This project is considered to be the second of two Residuals Projects at the plant, which is part of the large Water Quality Improvements Program at EFWTP. Bret led the project as superintendent from the beginning of the job through the transition of startup and commissioning.

Project Experience:

Superintendent 2014 – Present

Design-Build Village Creek WRF Biosolids - \$33M Project for the City of Fort Worth * Scheduled for Completion July 2022
Contact: Steve Nutter 817-392-4965

Elm Fork WTP Residual Handling Facility - \$27.3M Project for Dallas Water Utilities * Completed April 2020 Contact: Lisa Jowell * 214-948-4425

Garland Biosolids Rehabilitation & Odor Control - \$23M Project for the City of Garland * Completed May 2019

TRA 90" Pipe Emergency Repair \$5.9M Project for Trinity River Authority * Completed October 2016 Contact: Richard Postma * 817-467-4343

TRA Denton Robinson Road Repair - \$1.5M project for Trinity River Authority Completed July 2015 Contact: Richard Postma * 817-467-4343

Rowlett Creek/Duck Creek Biosolids Rehab and Odor Control \$23M Project for City of Garland * Completed June 2019 Contact: Mickey Butler * 972-205-2713

TRA Denton Creek WWTP Odor Control Improvements - \$79K Project for Trinity River Authority * Completed October 2015
Contact: Richard Postma * 817-366-6420

TRA Denton Creek, Kirkwood, & Cade Branch Lift Station - \$7M Project for Trinity River Authority Completed March 2016
Contact: Richard Postma * 817-366-6420

APM/Project Engineer 2008 – 2014

Lake Arlington Raw Water Pump Station Electrical Improvements - \$2.2M project for the City of Arlington * Completed July 2014
Contact: Mohammad Bayan * 817-459-6644

Eastside WTP Transfer Pump Stations 1 & 2- \$26.2M Project for the City of Dallas * Completed February 2014 Contact: Jennifer Cottingham * 214-948-4572

Western Dams Rehabilitation- \$4.5M Project for Dallas Water Utilities * Completed December 2012 Contact: Kimberlie Brashear * 214-948-4249

Forney Dam- \$4.4M Project for Dallas Water Utilities * Completed November 2012 Contact: Lisa Jowell * 214-948-4225

Mansfield WTP Phase IV Expansion - \$24.7M Project for the City of Mansfield * Completed April 2011 Contact: Robby Isbell * 817-477-2248

Sunset Pump Station- \$22.7M Dallas Water Utilities * Completed November 2010
Contact: Kimberlie Brashear * 214.948.4249

Red Oak WWTP - \$18.3M Project for the Trinity River Authority * Completed June 2011 Contact: Thomas Sanders * 817-467-4343

Central WWTP - Effluent Filters - \$19.7M Dallas Water Utilities * Completed September 2010 Contact: Dan Nolen * 214-316-3640

Conveyance Pump Station - \$14.7M North Texas Municipal Water District * Completed December 2009 Contact: Kara Byrnes * 972-442-5405

North Gate Pump Station- \$8.2M City of Irving * Completed April 2008

ARCHER WESTERN

Suzanne Dawson, DBIA

Preconstruction/Procurement Manager



Technical/Managerial Experience:

Suzanne has built her career on water/wastewater projects and pump stations. She has been intimately involved in all aspects of the Collaborative Delivery Model since it was written into the Texas Statutes. Suzanne is well versed in the construction process for treatment plants and pump stations and has a big picture vision for most situations that arise, seeking to eliminate bottlenecks and keep the project schedule on track. Suzanne is certified by the Design Build Institute of America.

Roles & Responsibilities:

Suzanne's role on this project is to facilitate the preconstruction and project procurement processes. She will participate in all preconstruction meetings, workshops, cost model reviews, etc. Suzanne's responsibilities include document tracking and distribution, bid package development, construction management reporting, review and submission of the GMP, and assisting the project team in maintaining the schedule and coordinating with all vendors and subcontractors throughout the bidding and procurement processes. She will interact with the Owner and the design team to ensure that all expectations are managed and met as agreed to, and she will assist in the resolution of any item that might impede forward progress of the project delivery.

Key Projects and References:

CMAR - Riverbend WRP Expansion Project - \$31M Project for UTRWD * Completed November 2019

* Contact: Kurt Staller * 972-219-1228

Suzanne led the pursuit for this project and participated fully with all preconstruction workshops and design reviews, facilitating item completions to meet all milestone dates set by the team. Suzanne visited the jobsite, ensured close coordination between the field team, the Owner's rep, and the design team. During construction, Suzanne regularly officed at the jobsite to facilitate the Design-Build portion, a new Controls/Laboratory building and assisted with submittals, material deliveries, and subcontractor management. **See Section 3 for project sheet.**

CMAR – Parallel Pipeline - \$40M project for Upper Trinity Regional Water District * Scheduled for Completion May 2022 * Contact: Tom Snyder * 972-219-1228

See Section 3 for project sheet. This project was completed On-Time, On-Budget, and with no disputes with the Owner. As preconstruction manager, Suzanne assisted with bid package development, value engineering, and constructability reviews during preconstruction. During construction, Suzanne continued to work on the project as an Assistant Project Manager. She significantly contributed to this project ensuring that all materials were delivered on time and per the contract documents, as well as remaining constantly connected with the Engineer and Owner through various additions to the project.

Design-Build Village Creek WRF Biosolids - \$33M Project for the City of Fort Worth * Scheduled for Completion July 2022 Contact: Steve Nutter 817-392-4965

As preconstruction manager, Suzanne ensured schedule advancement during design phase. **See Section 3 for project sheet.**

Years of Experience:

31 Years in the Construction Industry

22 Years with Archer Western

28 Years in Water/Wastewater

13 Years in CMAR and DB projects

Education:

BS in Building Construction

Texas A&M

University, 1991

Training/Certifications:

- DBIA

- OSHA 30 Hour Certified

- Crane Safety Awareness

Additional Project Experience:

Preconstruction Manager, 2016–Present

CMAR – Sunfield WWTP Expansion - \$20M Project for Guadalupe-Blanco River Authority * Expected Completion June 2022 Contact: Amy Uniacke * 830-379-5822

CMAR – Simsboro Aquifer WTP, Well Field, and Transmission Facilities - \$48M Project for the City of Bastrop * Expected Completion August 2022 Contact: Fabiola de Carvalho * 512-332-8847

CMAR - Parallel Pipeline Project- \$40M Project for Upper Trinity Regional Water District * Expected Completion May 2022 Contact: Tom Snyder * 972-219-1228

CMAR – St. Vrain Sanitation District 2019 WWTP Improvements – \$22M Project for St. Vrain Sanitation District Contact: Dave Cross * 303-682-4692

Design Build – Village Creek WRF Biosolids Management - \$32.5M Project for Fort Worth Water Department * Expected Completion July 2022 Contact: Steve Nutter * 817-392-4965

CMAR- Erie North WRF Expansion Project - \$26.4M Project for Town of Erie* Contact: Wendi Palmer (303) 926-2700

CMAR – Expansion Project at the Riverbend WRP- \$31M project for Upper Trinity Regional Water District * Completed November 2019 * Contact: Kurt Staller* 972-219-1228

Design-Build – Lake Livingston Hydro-Electric Plant - \$90M project for East Texas Electric Co-op – Completed December 2020 * LA Williams * 936.560.9532

Assistant Project Manager * 2000 – Present

CMAR - Parallel Pipeline Project- \$40M Project for Upper Trinity Regional Water District * Expected Completion May 2022 Contact: Tom Snyder * 972-219-1228

Stonehill PS Discharge Valve Replacement- \$1.1M project for Town of Flower Mound * Completed July 2021 Contact Brian Waltenburg * 972-874-6234

CMAR – Expansion Project at the Riverbend WRP- \$31M project for Upper Trinity Regional Water District * Completed November 2019 Contact: Kurt Staller* 972-219-1228

Raw Water Piping and Washwater Pump Modifications- \$395k project for Dallas Park Cities Municipal Utilities District * Completed April 2019 Contact: Larry McDaniel * 214-652-8639

Clearwell Baffle Wall Demolition- \$347k project for Dallas Park Cities Municipal Utilities District * Completed February 2019 Contact: Larry McDaniel * 214-652-8639

Dallas Park Cities Wash Water Tank Replacement- \$1M project for Dallas Park Cities Municipal Utilities District * Completed March 2017 Contact: Brent Jordan * 469-585-0875

Design-Build - Lake Mineral Wells Raw Water Supply Project - \$2.3M Project for Palo Pinto County MWD #1 * Completed June 2015 Contact: Martin Buzzbee * 940-452-3004

CMAR - Dallas Park Cities Membrane Facility - \$32.5M project for Dallas Park Cities Municipal Utilities District * Completed June 2013 Contact: Brent Jordan * 469-585-0875

Lawton WWTP Imp. Work Package No. 1- \$5M project for City of Lawton, OK * Completed December 2011 Contact: Afsaneh Jabbar* 580-581-3305

Eagle Mountain Connection "C" -Rolling Hills/Benbrook- \$33.7M project for Tarrant Regional Water District * Completed June 2008 Contact: Wesley Cleveland * 817-335-2491

Eagle Mountain Raw Water Intake- \$1.7M project for City of Fort Worth* Completed April 2007 Contact: Chris Harder * 817-392-8240

Eagle Mountain Raw Water Pump Station- \$7.1M project for City of Fort Worth* Completed June 2007 Contact: Chris Harder * 817-392-8240

Tarrant County Water Supply – TRA - \$5.4M project for Trinity River Authority * Completed October 2007

Village Creek WWTP - Odor Control Phase I - \$4.4M project for City of Fort Worth * Completed January 2005 Contact: Madelene Rafalko * 817-392-8215

Village Creek WWTP - UpRating Modifications - \$6.1M project for City of Fort Worth* Completed October 2005 Contact: Madelene Rafalko * 817-392-8215

Village Creek WWTP HRC Facility- \$33.7M project for City of Fort Worth* Completed October 2005 Contact: Madelene Rafalko * 817-392-8215

ARCHER WESTERN

Tyler Raughton

Assistant Project Manager



Technical/Managerial Experience & Job Description:

Tyler is a skilled asset to our team who has worked with many different crews across AW's North Texas projects, obtaining invaluable WW&W experience along the way. This aids him in managing procurement, subcontracting, scheduling, quality control and site surveying. His thorough review of shop drawings and submittals ensures contract compliance, and he issues RFIs when clarification or deviations are needed. He has worked closely with equipment vendors to make sure they stay on schedule.

Roles & Responsibilities:

Tyler will serve as Assistant Project Manager from preconstruction as the project progresses, while managing the submittals, subcontractors, and project schedules. He uses his experience in design software to create field-use drawings for installers and conceptual design drawings to propose for approval. Tyler will furthermore supervise the commissioning and startup activities. He will assist with identifying hand-over systems and establishing priorities and sequence of completion. Tyler will review the status of testing and punch-list items to ensure systems are turned over to commissioning and start-up in a smooth, safe and efficient manner. He will interface with the Owner's operations staff and keep them informed of system completion status.

Key Projects:

Design-Build Village Creek WRF Biosolids - \$33M Project for the City of Fort Worth * Scheduled for Completion July 2022 Contact: Steve Nutter 817-392-4965

Archer Western partnered with Synagro Technologies, Inc., Andritz Separation, Inc. and Freese and Nichols to design, build, and operate the Village Creek Water Reclamation Facility Biosolids Management and Beneficial Reuse Facility located at the Biosolids Processing Facility Site. Tyler is currently the APM on this project is undergoing plant operations startup. Tyler used his BIM knowledge to fill in gaps in the design and provided solutions crucial to keeping the project on schedule. **See Section 3 for project sheet.**

Elm Fork WTP Residual Handling Facility - \$27.3M Project for Dallas Water Utilities * Completed April 2020 Contact: Lisa Jowell * 214-948-4425

This project is considered to be the second of two Residuals Projects at the plant, which is part of the large Water Quality Improvements Program at EFWTP. Residuals processing and storage activities, which is currently performed entirely on the plant's site will be separated between the Residuals Handling Facility at EFWTP and the remote Residuals Basin Site. Tyler was the APM on this project through the end of construction. He communicated with subcontractors and equipment vendors to ensure compliance, and kept the project team informed about important upcoming items and deadlines.

Years of Experience:

**10 Years in the Construction Industry
7 Years with Archer Western
7 Years in Water/Wastewater
3 Years in CMAR/DB Experience**

Education:

**Bachelor of Science,
Communications
Texas Tech University, 2014**

Training/Certifications:

- OSHA 30 Hour
- Competent Person – excavation, falls, confined space, electrical
- CPR/First Aid
- Incident Investigation & Reporting
- Crane Safety Basics

Project Experience:

APM 2020 – Present

Design-Build Village Creek WRF Biosolids -

\$33M Project for the City of Fort Worth *

Scheduled for Completion July 2022

Contact: Steve Nutter 817-392-4965

Elm Fork WTP Residual Handling Facility -

\$27.3M Project for Dallas Water Utilities *

Completed April 2020 Contact: Lisa Jowell *

214-948-4425

Project Engineer 2015-2020

Southside WWTP 2015 Major Maintenance and Rehab – \$15.1M project for Dallas Water Utilities * **Completed November 2019**

Contact: Chris Schmid * 214-948-4584

Dallas Southside WWTP Grit Removal –

\$15.1M project for Dallas Water Utilities *

Completed November 2019 Contact: Ed

Driskell * 817-789-0132

Dallas Central WWTP White Rock Primary Clarifiers 1-6 and Five-Mile Junction

Structure Mods - \$18.5M Project for Dallas

Water Utilities * Completed April 2018

Contact: Dan Nolen * 214-316-3640

Dallas Central WWTP Activated Sludge

Influent Pump Station Rehab - \$17.8M

Project for Dallas Water Utilities * Completed

November 2017 Contact: Regina Stencil *

214-948-4543

Cadiz Pump Station Emergency - \$400K

Project for Dallas Water Utilities * Completed

August 2017 Contact: Lisa Jowell * 214-948-

4425

Sam C. McKenzie WWTP - \$30M Project for

New Braunfels Utilities * Completed July

2017 Contact: Orlando Pena * 830-481-7310

ARCHER WESTERN

Michael Roon

Quality Manager II



Technical/Managerial Experience:

Michael's first project with AW was the Riverbend WRF CMAR project. Prior to becoming Quality Control Manager, Michael worked as the chief field engineer overseeing many complex water and wastewater treatment plant projects where he was the onsite quality manager. He quickly learned what was required to coordinate with trades, and to pass density test and get quality concrete breaks. By year two, he was leading field staff with quality layouts and constant coordination between subcontractors and ensuring that delivered materials were approved and ready for installation.

Roles & Responsibilities:

As Quality Manager, Michael is responsible for managing and administering AW's Three Phase Quality Control Program. He works closely with the project staff during preconstruction to review design for early signs of quality risks and develops and implements a site-specific quality control plan. Michael will be on site to coordinate with and manage our QC team, and will lead all preparatory meetings with major subcontractors, check all work at predicated "hold points," supervise field inspections, and assist the project staff or subcontractors with quality issues, if they arise. Furthermore, he enforces quality control and ensures compliance with safety standards and contract specification requirements.

Key Projects and References:

CMAR – Parallel Pipeline - \$40M project for Upper Trinity Regional Water District * Scheduled for Completion May 2022 * Contact: Tom Snyder * 972-219-1228

This project consisted of approximately 19,000 LF of 72" diameter treated water pipeline and ten tunnels crossing various streets and railways. This project was completed On-Time, On-Budget, and with no disputes with the Owner. Michael took over quality control on this project shortly after his promotion, ensuring that QC plans were adhered to by subcontractors and trade teams alike. **See Section 3 for project sheet.**

CMAR – Riverbend WRP Expansion Project – \$31M Project for UTRWD * Completed November 2019
Contact: Kurt Staller * 972-219-1228

This project was completed On-Time, On-Budget, and with no disputes with the Owner. This project was an expansion of the existing WRF to continue to meet permit. Michael began this project as a field engineer. By the time it was completed, he was leading all QC activities and had established a successful working rapport with the inspection crew and all field personnel. **See Section 3 for project sheet.**

Years of Experience:

6 Years in the Construction Industry
6 Years with Archer Western
6 Years in Water/Wastewater
6 Years in CMAR and DB projects

Education:

BS in Construction Management
Governor's State University, 2014

Training/Certifications:

USCAE CQM-C Certified
OSHA 30 Hour
Competent Person
CPR/First Aid/Bloodborne Pathogens
Crane Safety Awareness

Additional Project Experience:

Quality Manager, 2021–Present

Pierce-Burch WTP Chemical Clearwell and Pump Station - \$112M project for the City of Arlington * Scheduled for Completion July 2025

Contact: Ashley Brown * Ashley-brown@arlingtontx.gov

Cleburne WWTP Expansion - \$33M project for the City of Cleburne * Scheduled for Completion November 2023 Contact:

Kubala West HSPS Addition - \$2.2M project for the City of Arlington * Scheduled for Completion December 2022 Contact: Ashley Brown * Ashley-brown@arlingtontx.gov

CMAR GBRA Sunfield WWTP Expansion - \$23M project for GBRA * Scheduled for Completion September 2023 Contact: Amy Uniacke * 830-379-5822

Kubala Backwash Modifications - \$8M project for the City of Arlington * Scheduled for Completion March 2022 Contact: Ashley Brown * Ashley-brown@arlingtontx.gov

Wylie Plant III Sludge Handling - \$16.8M project for North Texas Municipal Water District * Scheduled for Completion June 2023 Contact: Ben Moore * 972-442-5405

Wilson Creek RWWTP Step Feed AB - \$9.4M project for North Texas Municipal Water District * Scheduled for Completion March 2023 Contact: David Clisch * 972-442-5405

CMAR Parallel Pipeline - \$40M project for UTRWD * Scheduled for Completion May 2022 Contact: Tom Snyder * 972-219-1228

Hickory Creek Detention Facility PCWRP West Peak Flow PS - \$14.5M project for the City of Denton * Scheduled for Completion April 2022 Contact: Jane Rogers * 940-349-7100

Assistant Superintendent, 2016-2021

CMAR Lower Bois d'Arc Reservoir and Dam - \$218M project for NTMWD * Completed August 2021 Contact: Steve Long * 972-442-5405

Field Engineer, 2015-2016

Elm Fork WTP Residual Handling Facility - \$27M project for Dallas Water Utilities * Completed April 2020 Contact: Gabe Trejo * 972-663-2163

CMAR Riverbend WRP Expansion Project - \$31M Project for UTRWD * Completed November 2019 Contact: Kurt Staller * 972-219-1228

ARCHER WESTERN

Mario Gomez

Safety Manager



Technical/Managerial Experience & Job Description:

Mario has over two decades of experience working in an industrial environment and fourteen years of dedicated training and experience as a safety manager on heavy construction projects. As Safety Manager, he is capable of managing multiple projects across North Texas. He has earned several awards throughout his career for superior safety, quality, production, and client service, including the Matthew Myles Walsh II Safety Award for his Dallas Area Rapid Transit project. In addition to Mr. Gomez's safety training, he is experienced and effective working with people of diverse cultures and backgrounds and has used his fluent Spanish/English translation skills to train Spanish-speaking personnel in the field.

Roles & Responsibilities:

He conducts safety training, orientation sessions and teaches OSHA courses to ensure that AW policies and procedures are followed. He is responsible for developing the project-specific Safety Plan and assisting the team with plans to mitigate risks. Mario will establish coordination efforts with emergency services to familiarize them with the project, and will determine appropriate emergency protocol and action plans. Additionally, he is responsible for managing the Safety and Health program for the entire site and oversees training and awareness.

Key Projects:

CMAR - Riverbend WRP Expansion Project - \$31M Project for UTRWD * Completed November 2019

* Contact: Kurt Staller * 972-219-1228

This project was completed On-Time, On-Budget, and with no disputes with the Owner. This project was an expansion of the existing WRF to continue to meet permit. It included an influent pump station sized for peak flow firm capacity with VFDs, a new headworks facility including 15 MGD fine screens, one 20 MGD vortex grit basin with grit pump and classifier, one conveyor, washer/compactor, and modifications to SBRs to convert to aeration basins configured in an anaerobic/oxic (A/O) process. On this project Mario ensured adherence to all safety regulations and made sure that all work and employees were compliant with our safety standards throughout construction. **See Section 3 for project sheet.**

Design-Build Village Creek WRF Biosolids - \$33M Project for the City of Fort Worth * Scheduled for Completion July 2022 Contact: Steve Nutter 817-392-4965

Archer Western partnered with Synagro Technologies, Inc., Andritz Separation, Inc. and Freese and Nichols to design, build, and operate the Village Creek Water Reclamation Facility Biosolids Management and Beneficial Reuse Facility located at the Biosolids Processing Facility Site. In adherence to all safety regulations, Mario administered training, ensured certifications, and supported the project team in constructing the project both safely and incident-free. **See Section 3 for project sheet.**

CMAR - Parallel Pipeline - \$40M project for Upper Trinity Regional Water District * Scheduled for Completion May 2022 * Contact: Tom Snyder * 972-219-1228

See Section 3 for project sheet.

Years of Experience:

22 Years in the Construction Industry

14 Years with Archer Western

14 Years in Water/Wastewater

13 Years in CMAR and DB projects

Training/Certifications:

Authorized OSHA Construction Trainer

MEDIC First Aid Authorized Instructor

C3 Competent Person

Crane Safety Awareness

EEO Compliance Training

Project Experience:

McKinney Ranch Pump Station - \$17.8M Project for the City of McKinney * Scheduled for Completion June 2024 Contact: 972-457-7500

Sloan Creek Lift Station- \$10.6 Project for North Texas Municipal Water District * Scheduled for Completion June 2023 Contact: Rodney Smith * 972-442-5405

LEFIS Lift Station Valve Pump Stand - \$294K Project for North Texas Municipal Water District * Completed September 2021 Contact: Jennifer Purser * 972-442-5405

Wylie Plant III Sludge Handling- \$16.8M Project for North Texas Municipal Water District * Scheduled for Completion May 2023 Contact: Ben Moore * 469-626-4740

Frisco Reuse Pump Station Improvements \$13.2M Project for the City of Frisco * Scheduled for Completion October 2022 Contact: Shawn Halle * 972-292-5437

High Service Pump Station 3-1 Expansion \$8.6M Project for North Texas Municipal Water District * Scheduled for Completion August 2022 Contact: John Hill * 972-442-5405

CMAR - UTRWD - Parallel Pipeline Project - \$40M Project for UTRWD * Scheduled for Completion May 2022 * Contact: Kurt Staller 972.219.1228

Lubbock Low Head C Pump Station \$8.5M Project for City of Lubbock * Scheduled for Completion April 2022 Contact: Jessie Montes * 806-775-2572

NTMWD High Service Pump Station 2-1 - \$1.1M Project for North Texas Municipal Water District * Scheduled for Completion February 2022 Contact: John Hill * 972-442-5405

Tom Harpool Regional WTP Improvements - \$9.6M Project for Upper Trinity Regional Water District * Completed January 2022 Contact: Adam McKnight * 972-219-122

Hickory Creek Detention Facility PCWRP West Peak Flow PS - \$14.5M Project for the City of Denton * Scheduled for Completion April 2022 Contact: Jane Rogers 940-349-7100

Wylie WTP Phase IV 70 MGD Expansion - \$87.5M Project for North Texas Municipal Water District) * Completed January 2021 Contact: John Montgomery* 469-626-4730

Lower White Rock Creek Preston Rd Lift Station- 7.5M Project for North Texas Municipal Water District * Completed November 2020 Contact: Bret Ellis * 972-442-5405

S. Mesquite WWTP UV and Filter Improvements - \$10.3M Project for North Texas Municipal Water District * Completed January 2021 Contact: David Clishe * 972-442-5405

Shiloh Pump Station Improvements - \$7.7M Project for North Texas Municipal Water District * Completed June 2017 Contact: Scott Holden * 972-442-5405

High Service Pump Station Electrical Improvements – \$1.4M Project for FSG Electric * Completed September 2020 Contact: Joseph Bernosky * 972-442-5405

CMAR – Wylie WTP Phase IV - \$87.3M Project for NTMWD * Completed November 2020* Contact: Joseph Bernosky 972-442-5405

Garland Biosolids Rehabilitation & Odor Control - \$23M Project for the City of Garland * Completed May 2019

Lake Lewisville WTP Dewatering Imp - \$8M Project for City of Denton * Scheduled for Completion April 2021 * Contact: Jane Rogers

ARCHER WESTERN

John Harbison

Chief Estimator



Technical/Managerial Experience:

For the past 10 years, John has estimated water infrastructure projects. His knowledge of production rates, crew capability, equipment, and material costs provide an accurate picture of the cost of work. Prior to Estimating, John worked in the field as a field engineer and quickly became a project superintendent; so, his practical skills enhance his ability to accurately reflect project costs and allow him to capitalize on constructability suggestions and value engineering opportunities. John has been instrumental in the multiple cost models provided for each of our past CMAR and DB projects.

Years of Experience:

22 Years in the Construction Industry
22 Years with Archer Western
21 Years in Water/Wastewater
22 Years in CMAR and DB projects

Education:

BS in Construction Management
Purdue University, 2001

Training/Certifications:

- Primavera P6
- OSHA 30 Hour Certified
- DBE Compliance
- Crane Safety Awareness

Roles & Responsibilities:

John's involvement in preconstruction services includes creating cost models throughout design progression and providing value engineering feedback and vetting design and material options. He has been involved in every step of the preconstruction process from 30% design reviews to developing scopes for bid packages and evaluating bids from subcontractors. John is responsible for detailed quantity takeoffs, inclusion of all design elements, compensation for escalation factors, reflection of all scope modifications, and overall responsibility for precise and timely delivery of estimates. He has been a leader in many of our cost model workshops, stepping the Owner through multiple sessions of vetting options and analyzing costs against redesign or schedule. John is adept at providing the team with snapshots of scopes to further analyze which options pose the Best Value within our projects. John works hand in hand with owners, engineers, and equipment suppliers to help build successful projects across Texas.

Key Projects and References:

Design-Build Village Creek WRF Biosolids - \$33M Project for the City of Fort Worth * Scheduled for Completion July 2022 Contact: Steve Nutter 817-392-4965

Archer Western partnered with Synagro Technologies, Inc., Andritz Separation, Inc. and Freese and Nichols to design, build, and operate the Village Creek Water Reclamation Facility Biosolids Management and Beneficial Reuse Facility located at the Biosolids Processing Facility Site. As AW was the construction side of this Design-Build team, John's estimates during design were paramount to maintaining the overall project budget and ultimate design that won the project. **See Section 3 for project sheet.**

CMAR Parallel Pipeline - \$40M Project for the Upper Trinity Regional Water District * Completed April 2022 Contact: Tom Snyder * 972-219-1228; Alan Tucker (Plummer) 817-806- 1700

This project consisted of approximately 19,000 LF of 72" diameter treated water pipeline and ten tunnels crossing various streets and railways. On this project John initiated several meetings with trusted members of the piping and tunneling community to further understand potential risks, VE opportunities, and needs for the subcontractors that would bid on this work. This effort alone led to over \$700,000 in savings by formatting the bid forms to account for the risks, without bidders needing to buffer their numbers with the worst possible case scenarios.

See Section 3 for project sheet.

Additional Project Experience:

Estimator, 2012–Present

Sloan Creek Lift Station - \$10.6M project for North Texas Municipal Water District

Wylie Plant III Sludge Handling - \$16.8M project for North Texas Municipal Water District

CMAR - Parallel Pipeline Project - \$40M Project for Upper Trinity Regional Water District

Design-Build-Operate – Village Creek WRF - Biosolids \$33M Project for The City of Fort Worth

Draper Redundancy and Resiliency Improvements - \$70.3M project for Oklahoma City Water Utilities Trust

CMAR – St. Vrain WWTP \$22M Project for the Town of St. Vrain, CO

CMAR – Town of Erie WRF Expansion \$26M Project for Town of Erie, Colorado

Lake Arlington Raw Water Pump Station - \$20.7M project for City of Arlington

Maltsberger Pump Station Improvements - \$11M project for San Antonio Water System

CMAR – Leonard WTP Bid Package 6.3 RWPS \$76.6M Project for Garney Construction

CMAR – Leonard WTP Bid Package 4.2 Filters \$22.6M Project for Garney Construction

Big Dry Creek WWTF - \$17.4M project for Westminster, CO

CMAR – Leonard WTP Bid Package 4.4 Clearwell \$17.3M Project for Garney Construction

Design-Build – Garland Road Elevated Storage Tank Shoring - \$3.4M Project for Dallas Water Utilities

Elm Fork Residuals Handling Facility - \$2M project for Dallas Water Utilities

Wylie WTP II Clearwell and Disinfection Improvements - \$23.8M Project for North Texas Municipal Water District

CMAR – Riverbend WRP Expansion Project - \$31M Project for Upper Trinity Regional Water District

Wilson Creek Regional WWTP - \$44M project for North Texas Municipal Water District

Wylie WTP Chlorine System Improvements – \$10.1M project for North Texas Municipal Water District

CMAR – Wylie WTP Phase IV 70 MGD Expansion - \$87.3M Project for North Texas Municipal Water District

CMAR – Lower Bois d'Arc Reservoir - \$218M Project for North Texas Municipal Water District

Design-Build – Lake Livingston Hydro-Electric Plant - \$ 90M project for the East Texas Electric Cooperative

Atoka Pipeline Surge Control - \$26M Project for Oklahoma City Water Utilities Trust

Hefner WTP Low Lift Station Improvements - \$20M project for Oklahoma City Water Utilities Trust

Southern Delivery System (SDS) Raw Water Pump Stations – \$81M project for Colorado Springs Utilities

Superintendent – 2003 - 2010

CMAR - Dallas Park Cities Membrane Facility - \$32.5M Project for DPCMUD Completed * March 2013

Ten Mile Creek WWTP - \$22.6M Project for Trinity River Authority

Eagle Mountain Connection “C” – Rolling Hills/Benbrook - \$33.7M Project for TRWD

Doran Pump Station - \$5M Project for the City of Dallas

Village Creek Odor Control Project - \$4.3M project for the City of Fort Worth, TX *

Field Engineer – 2000 - 2003

Village Creek WWTP HRC Project - \$33.7M project for the City of Fort Worth, TX *

Flower Mound WWTP - \$16.3M project for the Town of Flower Mound

I-65 and 61st Ave Design-Build Lake County, IN - \$33.5M project for InDOT * Completed December 1999 (Intern)

ARCHER WESTERN

Jeff Scott

Chief Estimator



Technical/Managerial Experience:

For the past 15 years, Jeff has accurately estimated hundreds of millions of dollars of construction work for the Texas Water Group at AW. His expertise and experience led him to be one of the firm's primary estimators on Collaborative Delivery pursuits including CMAR and Design-Build projects across the region of Texas, Oklahoma and Colorado. Jeff's first experience with Collaborative Delivery was with our first CMAR project for Dallas Park Cities Municipal Water District in 2009. Jeff has been on the forefront of Collaborative Delivery across the region and is a knowledgeable expert on estimating and preconstruction services.

Years of Experience:

15 Years in the Construction Industry
15 Years with Archer Western
15 Years in Water/Wastewater
13 Years in CMAR and DB projects

Education:

BS in Business Administration
University of Oklahoma, 2007

Training/Certifications:

- Primavera P6
- OSHA 10 Hour Certified
- CPR/First Aid
- Crane Safety Awareness

Roles & Responsibilities:

Jeff's involvement in preconstruction services includes creating cost models throughout design progression and providing value engineering feedback and vetting design and material options. Jeff has been involved in every step of the preconstruction process from 30% design reviews to developing scopes for bid packages and evaluating bids from subcontractors. In addition to providing accurate cost estimates during preconstruction, Jeff evaluates risk on a project and works with the management team to reduce exposure. Jeff works hand in hand with owners, engineers, and equipment suppliers to help build successful projects across Texas.

Key Projects and References:

Chief Estimator for Archer Western Construction – March 2018 to Present

In March 2018, Jeff was promoted to Senior Estimator for the Texas Water Treatment Plant division. He was promoted because of his tenure and professionalism when completing cost estimates or participating in preconstruction services. Jeff understands the needs of the Project Team in a CMAR project. He leads his team to quick and thorough turn-around of multiple iterations of cost models, while accurately vetting the team's value engineered ideas. He also has daily touch points with the market trends and can offer material options for consideration that would potentially save time or money.

Estimator for Archer Western Construction – January 2007 to March 2018

Jeff joined Archer Western right out of college as an estimator in the Texas Water Treatment Plan division. He reviewed project documents to determine material, equipment and labor costs associated with specific scopes of work. He communicated with suppliers and subcontractors to accurately determine the total cost to complete a project.

References:

Jeff Polak – 972-457-8508 * jpolak@walshgroup.com * Program Manager

Rod Lunkwitz – 817-401-6278 * rlunkwitz2@gmail.com * Former AW Chief Estimator

Additional Project Experience:

Estimator, 2007–Present

McKinney Ranch Pump Station - \$17.8M project for the City of McKinney

Sloan Creek Lift Station - \$10.6M project for North Texas Municipal Water District

Wylie Plant III Sludge Handling - \$16.8M project for North Texas Municipal Water District

CMAR - Parallel Pipeline Project - \$40M Project for Upper Trinity Regional Water District

Design-Build-Operate – Village Creek WRF - Biosolids \$33M Project for The City of Fort Worth

Cleburne WWTP Expansion - \$33M Project for the City of Cleburne

CMAR – St. Vrain WWTP \$22M Project for the Town of St. Vrain, CO

CMAR – Town of Erie WRF Expansion \$26M Project for Town of Erie, Colorado

Lake Arlington Raw Water Pump Station - \$20.7M project for City of Arlington

CMAR – Leonard WTP Bid Package 6.3 RWPS \$76.6M Project for Garney Construction

CMAR – Leonard WTP Bid Package 4.2 Filters \$22.6M Project for Garney Construction

CMAR – Leonard WTP Bid Package 4.4 Clearwell \$17.3M Project for Garney Construction

Stonehill PS Discharge Valve Replacement - \$1.1M project for Town of Flower Mound

Design-Build – Garland Road Elevated Storage Tank Shoring - \$3.4M Project for Dallas Water Utilities

Central WWTP Complex A Mechanical and Process Improvements - \$12.7M project for Dallas Water Utilities

Wylie WTP II Clearwell and Disinfection Improvements - \$23.8M Project for North Texas Municipal Water District

CMAR – Riverbend WRP Expansion Project - \$31M Project for Upper Trinity Regional Water District

Wylie WTP Chlorine System Improvements – \$10.1M project for North Texas Municipal Water District

CMAR – Wylie WTP Phase IV 70 MGD Expansion - \$87.3M Project for North Texas Municipal Water District

CMAR – Lower Bois d'Arc Reservoir - \$218M Project for North Texas Municipal Water District

Design-Build – Lake Livingston Hydro-Electric Plant - \$ 90M project for the East Texas Electric Cooperative

Lake Alan Henry WTP - \$41.1M Project for City of Lubbock, TX

Atoka Pipeline Surge Control - \$26M Project for Oklahoma City Water Utilities Trust

Hefner WTP Low Lift Station Improvements - \$20M project for Oklahoma City Water Utilities Trust

Southern Delivery System (SDS) Raw Water Pump Stations – \$81M project for Colorado Springs Utilities

Draper WTP New Residuals Handling Facility - \$23.4M project for Oklahoma City Water Utilities Trust

Draper WTP, Auxiliary Pump Station - \$36M Project for OCWUT

CMAR - Dallas Park Cities Membrane Facility - \$33.7M Project for Dallas Park Cities Municipal Water District

Eagle Mountain Connection "C" -Rolling Hills/Benbrook - \$33.7M project for Tarrant Regional Water District

Ten Mile Creek Regional Wastewater System - \$22.6M project for Trinity River Authority

Eagle Mountain Connection C – Benbrook/Rolling Hills Booster Pump Station - \$33.7M project for Tarrant Regional Water District

PROPOSER		REVIEW DATE		REVIEWER	
----------	--	-------------	--	----------	--



Alvarado, Texas

PROPOSAL EVALUATION FORM

For The CMAR Wastewater Treatment Plant Expansion Project

PROPOSAL REVIEW INSTRUCTIONS

The Proposal submittal section for the Proposer should be reviewed against the RFP submittal requirements.

DEFINITIONS

Strengths – That part of the Proposal that represents a benefit or value to the Project and is expected to increase the probability of Proposer's ability to meet or exceed the Project's requirements and the City's expectations (see below) and may result in efficient and effective performance.

Weaknesses – That part of the Proposal which decreases the probability of the Proposer's ability to meet the Project's requirements and the City's expectations (see below) and may result in inefficient or ineffective performance.

Alvarado's Project expectations:

- The Owner expects its CMAR to possess the requisite experience and competence with wastewater treatment and the construction manager at risk project delivery method.
- Delivery of the Project on time or sooner, at or below budget by a highly collaborative and high performing CMAR team focused on quality and reliability.
- A smooth and trouble-free commissioning, start-up, and transition to Owner operations.
- No disputes or legal actions related to the construction.
- Project risk identification and management throughout the design and construction phases.
- Clear assignment of construction responsibilities to the CMAR.

PROPOSER		REVIEW DATE		REVIEWER	
-----------------	--	--------------------	--	-----------------	--

SCORING CRITERIA

Grade each item based upon the following scoring criteria. Each item will get a grade as either Excellent, Very Good, Acceptable, Marginal, or Unacceptable. Points are provided based upon the grade provided. Equivalent letter grades/percentage scores have been provided for reference.

Adjective	Description	Letter Grade Equivalent	Approximate Percentage Score Equivalent
Excellent	Proposer greatly exceeds the submittal requirements of the evaluation criteria requirements. Proposal supports an extremely strong expectation of successful project performance. Proposal indicates significant strengths with few minor weaknesses, if any.	A	90 – 100%
Very Good	Proposer exceeds the submittal requirements of the evaluation criteria requirements. Proposal supports a very good expectation of successful project performance. Proposal contains strengths and few minor weaknesses that are outweighed by the strengths.	B	80 – 89%
Acceptable	Proposer meets the submittal requirements of the evaluation criteria. Proposal supports an adequate expectation of successful Project performance. Proposal contains strengths and weaknesses and strengths balance weaknesses.	C	70 – 79%
Marginal	Proposer barely meets the submittal requirements of the evaluation criteria or falls short in some instances. Proposal supports a fair expectation of successful Project performance. Proposal contains weaknesses that are not offset by strengths. Weaknesses could adversely affect successful Project performance.	D	60 – 69%
Unacceptable	Proposer for the most part does not meet submittal requirements of the evaluation criteria. Proposal supports a weak expectation of successful Project performance. Proposal contains significant weaknesses with very minor strengths, if any.	F	0 to 59%

REVIEWER NOTES

The Reviewer can use the Notes section to list:

- A. Any strengths and/or weaknesses of the submission (note Proposal location).
- B. Any comment as to a very advantageous or very acceptable to a very disadvantageous or unacceptable Proposer statement or information.
- C. Any question the reviewer has after reviewing the submitted information or an area where the reviewer would like further clarification from Proposer.
- D. Any comments that support the preliminary score given by the reviewer.

PROPOSER		REVIEW DATE		REVIEWER	
-----------------	--	--------------------	--	-----------------	--

DIRECTIONS

Check the appropriate box for the rating category (Excellent, Very Good, Acceptable, Marginal, or Unacceptable) and fill in the points (reviewer score) for each section of the Proposal. [Note indicated by the yellow cells] Indicate the total points awarded by the Reviewer (up to the maximum number of points for each section or subsection).

Include comments and/or justification for scores, including listing strengths and weaknesses.

SCORING

When the Selection Committee meets as a group to discuss their review, the Committee will discuss each Proposal section of each Proposer’s submission and come to a score for each section.

The maximum score that can be obtained is 100 points. The Evaluation Criteria other than the Cost Proposal has a maximum score of 75 poiunts. The other 25 points are allocated to the Cost Proposal.

The Average Score of all Reviewers will be used to rank the Proposals, as adjusted based on the Selection Committee consensus meeting final determinations.

PROPOSER		REVIEW DATE		REVIEWER	
----------	--	-------------	--	----------	--

PROPOSAL EVALUATION FORM

PROPOSAL SECTION	RFP Section 3.2B Proposer and Team Profiles- Qualifications and Experience						
SUBSECTION SUBMISSION REQUIREMENTS	COMMENTS AND/OR JUSTIFICATION	AVAILABLE POINTS TO AWARD					Maximum Points 10
		Excellent	Very Good	Acceptable	Marginal	Unacceptable	
		9 to 10	8 to 9	7 to 8	6 to 7	5	
1. a. Proposer shall provide information as to the history of the Proposer, ownership, organization, and other background information including lines of business and service offerings, locations of home and other offices, years in business and providing construction services, including preconstruction and construction services for CMAR projects, experience with collaborative project delivery (CMAR and Fixed Price and Progressive Design-Build), growth over time in terms of number of projects, size of projects, types of projects, firm revenue, number of employees, etc. This narrative should include a description of any other names the Proposer has had in its history and any related company that is named in the Proposal as to having relevant experience. b. Provide the names of any CMAR Team Members. Provide brief summary information as to its history, ownership, organization, and other background information including lines of business and service offerings, locations of home and other offices, years in business and providing construction services, including preconstruction and construction services for CMAR projects, experience with collaborative project delivery (CMAR and Fixed Price and Progressive Design-Build) growth over time in terms of number of projects, size of projects, types of projects, firm revenue, number of employees, etc. Proposer shall also describe the history, if any of the past working relationships with CMAR Team Members on previous and current projects to demonstrate how the prior relationship(s) and experience will benefit this Project. c. Provide a description of the firm's approach to project safety and demonstrated safety record through safety metrics (EMR, TRIR, etc.) for the past 5 years.							
Insert the score for this section below. There is a maximum of 10 points available for this section.							

PROPOSAL SECTION	3.2.B Proposer and Team Profiles Qualifications and Experience	TOTAL SCORE	
-------------------------	---	--------------------	--

PROPOSER		REVIEW DATE		REVIEWER	
----------	--	-------------	--	----------	--

PROPOSAL EVALUATION FORM

PROPOSAL SECTION	3.2.C Proposer and Team Similar Projects - Qualifications and Experience					
SUBSECTION SUBMISSION REQUIREMENTS	COMMENTS AND/OR JUSTIFICATION	AVAILABLE POINTS TO AWARD				
		Excellent	Very Good	Acceptable	Marginal	Unacceptable
		13 to 15	11 to 13	9 to 11	7 to 9	5 to 7
1. Proposer shall provide information indicated below for four (4) Similar Projects that meet the Similar Project requirements. a. Similar Project requirements: Project completed within last 5 years or greater than 50% construction complete. Project included wastewater or water treatment facilities with comparable scope of work as the scope of work for this Project. Wastewater treatment preferred. Order of project delivery approach preference is as follows: CMAR, progressive design-build, fixed price design-build and design-bid-build. b. Required information (two (2) page limit per project): 1) Description of the project and scope of work. 2) Role of the Proposer or Team Member (specify whether CMAR, Design-Builder or General Contractor). Also, specify services provided during design phase, i.e., cost modeling/estimating, scheduling, value engineering, design reviews for constructability/ biddability, risk identification/management, etc.). 3) Percentage of the work self-performed. 4) Project's original contracted construction cost and final construction cost 5) Construction dates and Project's original contracted construction time and final construction time. 6) Summary narrative as to whether project as delivered on time and on budget. If, not explain circumstances. 7) Summary narrative as to the amount and type of change orders. 8) Project owner and contact information (current name with telephone numbers and email address per project). It is up to the Proposer to provide the four Similar Projects that best meet the requirements and best demonstrates the experience and qualifications of the Proposers and its CMAR Team Members.						
						Maximum Points 15

PROPOSER		REVIEW DATE		REVIEWER	
-----------------	--	--------------------	--	-----------------	--

2. Subject to a two (2) page limit provide a description of Proposer's CMAR experience in providing preconstruction and construction services. Water and wastewater CMAR experience is preferred.		
Insert the score for this section below. There is a maximum of 15 points available for this section.		

PROPOSAL SECTION	3.2.C Proposer and Team Similar Projects - Qualifications and Experience	TOTAL SCORE	
-------------------------	---	--------------------	--

PROPOSER		REVIEW DATE		REVIEWER	
----------	--	-------------	--	----------	--

PROPOSAL EVALUATION FORM

PROPOS SECTION		3.2.D Project Organization and Key Personnel						
SUBSECTION SUBMISSION REQUIREMENTS	COMMENTS AND/OR JUSTIFICATION	AVAILABLE POINTS TO AWARD					Maximum Points 25	
		Excellent	Very Good	Acceptable	Marginal	Unacceptable		
1. Subject to a two (2) page limit, describe the functional role and services that will be provided by the Proposer and any CMAR Team Members. Provide a brief description of the managerial structure proposed for this Project including the reporting relationships. Proposer shall indicate in its Proposal the Proposer's intention to pursue self-perform Work for the Project. Proposer shall also indicate any Team Member's intention to pursue Work. The narrative shall describe the types of work and/or scopes of work contemplated. 2. Provide an organizational chart for this Project showing the functional structure of Proposer's Project team with lines identifying the significant positions and participants (both firms and individuals) who are responsible for major elements of the provision of the Services. Charts shall indicate the anticipated percent of each person's time that will be committed to the Project. Critical support elements of project management and administration, preconstruction and procurement services and management, construction management, quality control, safety, subcontractor management, etc. shall be identified. Organizational chart will be not subject to the page limit. 3. Proposer shall designate and identify by name the individuals for the Key Personnel positions proposed for the Project. Key Personnel include the Project Manager, Preconstruction Services Manager, Chief Estimator, Project Superintendent, Scheduler, Safety Manager, Quality Control Manager. CMAR experience is preferred but not required for these Key Personnel. Provide a resume for each Key Personnel. Resumes shall not be more than two (2) pages per individual. Resumes shall be included in Proposal Section 8. Resume shall include the general experience, CMAR experience, experience in construction of water and wastewater treatment, education and formal training, specific technical and managerial experience on Similar Projects listed in Proposal Section 3, and work history including roles and responsibilities of experience on Similar Projects listed in Proposal Section 3 for proposed Key Personnel. Submitted resumes that do not include this information may receive lower scores in the evaluations. 3. a. Resumes of Key Personnel 4. Proposer shall describe the current work commitments for the Key Personnel and when they would be available for this Project. Also, indicate for	1 and 2	5	4	3	2	1	5	
	3,4 and 5	18 to 20	16 to 18	14 to 16	12 to 14	10 to 12	20	

PROPOSER		REVIEW DATE		REVIEWER	
-----------------	--	--------------------	--	-----------------	--

each Key Personnel the expected percentage of her/his estimated time to be dedicated to this Project for the preconstruction and construction phases. 5. Include in tabular format the identification and a brief narrative that describes the roles and working relationship of any of the proposed Key Personnel that worked together on any of the Similar Projects and other past projects. Insert the score for this section below. There is a maximum of 25 points available for this section.		
--	--	--

PROPOSAL SECTION	3.2.D Project Organization and Key Personnel	TOTAL SCORE	
-------------------------	---	--------------------	--

PROPOSER		REVIEW DATE		REVIEWER	
----------	--	-------------	--	----------	--

PROPOSAL EVALUATION FORM

PROPOSAL SECTION		3.2.E CMAR Project Approach					Maximum Points 25	
SUBSECTION SUBMISSION REQUIREMENTS		COMMENTS AND/OR JUSTIFICATION	AVAILABLE POINTS TO AWARD					
			Excellent	Very Good	Acceptable	Marginal		Unacceptable
1. Subject to a ten (10) page limit, Proposer shall describe its general approach for this Project to be able to meet Owner's expectations including but limited to the below items: a. Describe your approach (when and how) to validate the Owner's budget and schedule for this Project and what actions would be taken should this validation result in Owner's budget being exceeded and Owner's schedule being lengthened. b. Describe your approach to risk identification, evaluation, and management and how you plan to address market cost escalation of labor and materials and supply chain delays. c. Proposer shall describe its approach for establishing and maintaining quality control and highlight lessons learned and challenges faced and how they were met from previous projects. Discuss how the proposed Quality Control ("QC") team will be structured to provide experienced personnel for QC inspections to cover all disciplines (civil, mechanical, structural, electrical, instrumentation, etc.). d. Proposer shall prepare and provide a preliminary Critical Path (CP) schedule (shall be counted as one (1) page). Discuss how you will meet the Owner's schedule, the key assumptions in that schedule and the key concerns for meeting the Owner's schedule. e. Proposer shall indicate in its Proposal the Proposer's intention to pursue self-perform Work for the Project. Proposer shall also indicate any Team Member's intention to pursue Work. Insert the score for this section below. There is a maximum of 25 points available this section.		a.	5	4	3	2	1	
		b.	5	4	3	2	1	
		c.	5	4	3	2	1	
		d.	5	4	3	2	1	
	e.	5	4	3	2	1		

PROPOSAL SECTION	3.2.E CMAR Project Approach	TOTAL SCORE	
------------------	-----------------------------	-------------	--

PROPOSER		REVIEW DATE		REVIEWER	
-----------------	--	--------------------	--	-----------------	--

PROPOSAL EVALUATION FORM

Summary Proposal Review

Proposal Section	Section Description	Maximum Points	Points Awarded
3.2. B	Proposer and Team Profiles- Qualifications and Experience	10	
3.2. C	Proposer and Team Similar Projects -Qualifications and Experience	15	
3.2. D	Project Organization and Key Personnel	25	
3.2. E	CMAR Project Approach	25	
	Total	75	

City of Alvarado
CMAR Services for the WWTP Expansion
CMAR Proposal Evaluation

Summary

Proposer	Average Qualifications Score	Cost Score	Total	Rank
Archer Western	71.8	25.0	96.8	1
Felix	64.0	21.4	85.4	3
PLW Waterworks	62.3	25.0	87.2	2

City of Alvarado
CMAR Services for the WWTP Expansion
CMAR Proposal Evaluation

Qualifications

Proposal Section	Proposer	Archer Western					Felix					PLW Waterworks				
	Maximum Points	PD	EM	MD	CS	Average	PD	EM	MD	CS	Average	PD	EM	MD	CS	Average
3.2.B Proposer and Team Profiles Qualifications and Experience	10	10	10	10	10	10.0	9	9	10	9	9.3	8	8	10	9	8.8
3.2.C Proposer and Team Similar Projects - Qualifications and Experience	15	15	13	13	13	13.5	13	14	14	10	12.8	9	14	12	12	11.8
3.2.D Project Organization and Key Personnel	25	23	24	25	24	24.0	20	22	24	21	21.8	18	22	24	23	21.8
3.2.E CMAR Project Approach	25	24	23	25	25	24.3	17	21	24	19	20.3	18	20	21	21	20.0
TOTAL	75	72	70	73	72	71.8	59	66	72	59	64.0	53	64	67	65	62.3

Legend Reviewer

PD Paul DeBuff / Alvarado
EM Emile Moline / Alvarado
MD Michael Dwiggins / Alvarado
CS Chad Simmons / FNI

City of Alvarado
CMAR Services for the WWTP Expansion
CMAR Proposal Evaluation

Cost Proposal Evaluation Form

Data Input		Enter lump sum amount	Enter lump sum amount	Enter %				
	Enter Proposer Name	Preconstruction Services	Procurement Services	CMAR Fee	CMAR Fee	Total Fees	Rank	Cost Proposal Score
Proposer 1	Archer Western	\$ 120,000	\$ 40,000	8.00%	\$ 1,288,000.00	\$ 1,448,000.00	1	25.00
Proposer 2	Felix	\$ 121,000	\$ 78,000	9.25%	\$ 1,489,250.00	\$ 1,688,250.00	3	21.44
Proposer 3	PLW	\$ 80,500	\$ 80,500	8.00%	\$ 1,288,000.00	\$ 1,449,000.00	2	24.98

Owner Budget \$ 16,100,000
Cost Proposal
Maximum Points 25

Lowest Fees \$ 1,448,000.00



City of Alvarado
104 W. College Alvarado, TX 76009
817-790-3351 ♦ Fax 817-783-7925 ♦ www.cityofalvarado.org

June 6, 2022

Michael Suarez
Archer Western Construction, LLC
1411 Greenway Drive
Irving, Texas 75038

Re: Construction Manager at Risk Services
Alvarado WWTP Expansion

Dear Mr. Suarez:

The City of Alvarado is pleased to inform Archer Western Construction that it has been selected as the CMAR for the Wastewater Treatment Plant Expansion Project. I will be in contact with you in the coming days to discuss the schedule for getting the CMAR Construction Management At Risk Services Agreement finalized and executed as well as getting the kick-off meeting scheduled.

Sincerely,

Paul DeBuff
City Manager

cc: Chad Simmons/FNI

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

Felix Construction Company
403 International Parkway, Suite 500
Richardson, TX 75081

SURETY:

Travelers Casualty And Surety Company Of America
One Tower Square
Hartford, CT 06183

OWNER:

City of Alvarado, TX
104 W. College
Alvarado, TX 76009

BOND AMOUNT: Eight Hundred Five Thousand & 00/100ths--Dollars (\$805,000.00)

PROJECT:

Alvarado Wastewater Treatment Plant Expansion CMAR

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Project Number, if any: N/A

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

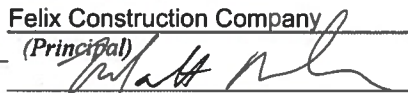
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of May, 2022

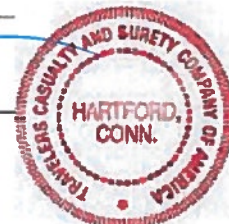

(Witness)


(Witness) Debra K. Williams

Felix Construction Company
(Principal)

(Title) Vice President (Seal)

Travelers Casualty And Surety Company Of America
(Surety) (Seal)


Stephanie L. Bucholz, Attorney-in-fact





**SURETY BOND SEAL ADDENDUM
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

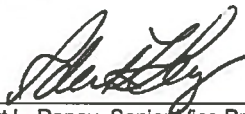
Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Travelers Casualty and Surety Company of America ("Travelers") has authorized its Attorneys-in-Fact to affix Travelers' corporate seal to any bond executed on behalf of Travelers by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Travelers by its Attorney-in-Fact, Travelers hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 16th day of March, 2020.

Travelers Casualty and Surety Company of America



By: 
Robert L. Raney, Senior Vice President



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

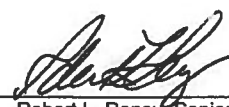
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **STEPHANIE L BUCHOLZ** of **MESA**, **Arizona**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

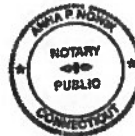
City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

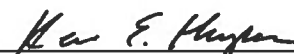
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **16th** day of **May**, **2022**




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

ORIGINAL



City of
Alvarado *Texas*

WASTEWATER TREATMENT PLANT EXPANSION

CONSTRUCTION MANAGER
AT RISK SERVICES

MAY 16, 2022



FELIX
CONSTRUCTION

felixconstruction.com



1 PROPOSAL SECTION 1

A. Cover Letter and Proposal Transmittal Letter.....A1

- ▶ A1. Cover Letter
- ▶ A2. Proposal Transmittal Letter with Bid Bond (*Proposal Form 1, 2, and 12*)

2 PROPOSAL SECTION 2

B. Proposer and Team Profiles Qualifications and Experience.....B1

- ▶ B1a. Proposer Information
- ▶ B1b. CMAR Team Members Information
- ▶ B1c. Approach to Project Safety

3 PROPOSAL SECTION 3

C. Similar Projects Qualifications and ExperienceC1

- ▶ C1-3 Four Similar Projects

4 PROPOSAL SECTION 4

D. Project Organization and Key Personnel.....D1

- ▶ D1. Project Management Approach and Team Organization
- ▶ D2. Organizational Chart
- ▶ D3-6. Key Personnel, Work Commitments, Availability, Teaming Experience, and Services

5 PROPOSAL SECTION 5

E. CMAR Project Approach.....E1

- ▶ E1a. Owner's Budget and Schedule
- ▶ E1b. Risk Identification, Evaluation, and Management
- ▶ E1c. Quality Control
- ▶ E1d. Preliminary Critical Path Schedule
- ▶ E1e. Self-Performed Work

6 PROPOSAL SECTION 6

F. Financial and Performance Information.....F1

- ▶ F1-2a. Bonding Requirements (*Proposal Form 4*)
- ▶ F2b. Insurance Requirements (*Proposal Form 5*)
- ▶ F2c-g. Other Requirements (*Proposal Form 6, 7, 8, 10, and 11*)

7 PROPOSAL SECTION 7

G. Cost Proposal.....G1

- ▶ G1. *Proposal Form 9*

8 PROPOSAL SECTION 8

H. Resumes.....H1

This page intentionally left blank.

A. Cover Letter and Proposal Transmittal Letter



A. Cover Letter and Proposal Transmittal Letter

May 16, 2022

City Secretary
City of Alvarado
104 W. College
Alvarado, TX 76009
Attn: Paul DeBuff, City Manager



RE: City of Alvarado: Construction Management at Risk (CMAR) Services for the Wastewater Treatment Plant Expansion

Dear Mr. DeBuff and Members of the Selection Committee:

Felix Construction Company (Felix) is honored and excited to have the opportunity to submit this Statement of Proposal for the Construction Management at Risk (CMAR) for the Wastewater Treatment Plant Expansion Project.

Over the past several weeks since notification, we have assembled our team of local professionals who will lead the project effort to meet and review the materials provided by **Freese and Nichols (FNI)**, and engaged in both internal and external workshops to begin the process of identifying construction innovations and best practices that we can bring to the table in support of the CMAR effort and for collaborative review by your team. In peer reviews, the initial responses to our conceptual innovations have been responsive and favorable and we will continue to refine and improve upon our initial program and plan, gaining a better understanding of design and construction opportunities and constraints, underlying site, utilities, operational, and facilities conditions. In this effort, we look forward to the potential upcoming interviews.

As you know, each competitor will submit a cover letter for this project with the intent to best exemplify and illustrate the benefit of their approach, expertise, and experience. In truly understanding the method and benefit of being a CMAR partner, we understand that the key to success can be found in our ability to collaborate and partner to gain best value, schedule, and constructability during pre-construction. We are committed to your success and look forward to your consideration.

Felix is not the biggest W/WW contractor in the DFW area. We don't pour 1,000,000 yards of concrete a year and we don't build bridges and roads. **ALL WE DO IS WATER/WASTEWATER** and if awarded this project Felix can guarantee the City of Alvarado will have our full attention from start to finish. We put our A Team on this project because if we are selected, it will be the single most important project in our Dallas office.

Our team acknowledges the receipt of Addendum No. 1.

We look forward to the opportunity to work with the City of Alvarado.

Sincerely,

Felix Construction

A handwritten signature in blue ink, appearing to read "Matt M RL", written over the company name.

**Matthew Phillips, Principal
Felix Construction Company**

469.458.0011 | mattp@felixconstruction.com

Proposal Form 1

City of Alvarado, Texas

Proposal Transmittal Letter

Paul DeBuff, City Manager

City of Alvarado

104 W. College

Alvarado, TX 76009

Felix Construction Company

(the "Proposer") hereby submits its Proposal for the Wastewater Treatment Expansion Project.

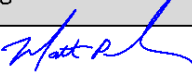
Proposer accepts all of the requirements, terms, and conditions of the RFP, including without limitation those dealing with the Bid Bond, required performance, payment and maintenance bonds and insurance. The Proposal will remain subject to acceptance for sixty (60) days after the opening of Proposals.

In submitting this Proposal, Proposer certifies, represents and warrants, that:

- A. The submittal of the Proposal has been duly authorized by, and in all respects binding upon, the Proposer.

B. The undersigned declares that it is the Proposer or by holding the position below indicated is authorized to execute this Proposal Transmittal Letter on behalf of the Proposer and that all representations made on this form are true and accurate.

C. Proposer has examined, carefully studied and understands and agrees to be bound by the requirements of the RFP, the other related information identified in the RFP, and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	Addendum Date	Signature Acknowledging Receipt
1	4/19/2022	

- D. All information and statements contained in the Proposal are current, correct and complete and are made with full knowledge that the Owner will rely on such information and statements in evaluating the Proposal.

E. The submission of this Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the RFP and Addenda without exception.

City of Alvarado, TX

RFP CMAR Services

Wastewater Treatment Plant Expansion

A. Cover Letter and Proposal Transmittal Letter

- F. Proposer acknowledges that it is aware and understands the requirements of Chapter 176 of the Texas Local Government Code and Proposer is solely responsible for complying with such requirements.
- G. Proposer acknowledges that it is aware and understands the requirements of Chapter 2271 of the Texas Government Code and hereby verifies that it does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001(1) during the term of the Agreement.
- H. Proposer verifies that it does not Boycott energy companies and will not Boycott energy companies (as those terms are defined in Texas Government Code Section 809.001) during the term of the Agreement.
- I. Proposer verifies that it does not discriminate against firearm trade associations or the ammunition industry (as those terms are defined in Texas Government Code Section 2274.001) during the term of the Agreement.
- J. Proposer certifies that it is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.
- K. Texas Ethics Commission regulations require that the business entity must fill out Form 1295 on an electronic filing application on the Texas Ethics Commission website (www.ethics.state.tx.us). The business entity that wishes to enter into the contract must supply the completed, signed, and notarized Form 1295 to the City. The Proposer acknowledges that if selected, it will supply the completed, signed, and notarized Form 1295 to the City.
- L. Proposer acknowledges that it is not aware of any existing or known future material adverse condition or change(s) in its financial position that would detrimentally impact its ability to provide the Construction Manager-At-Risk Services for this Project.
- M. The Surety identified on Proposal Form 4 is authorized by law to do business in the State of Texas pursuant to a current certificate of authority to transact surety business and the Surety is listed in the Department of Treasury's Circular 570 and has an A.M. Best Company Rating of A-VIII or better.
- N. The insurance company identified on Proposal Form 5 is duly licensed or authorized in the jurisdiction in which the Project is located to issue policies for the limits and coverages so required and has an A.M. Best Company Rating of A-VIII or better.
- O. Proposer is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect furnishing the Services.
- P. Proposer has given Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the RFP and the written resolution thereof by Owner is acceptable to Proposer.

City of Alvarado, TX
RFP CMAR Services
Wastewater Treatment Plant Expansion

2

A. Cover Letter and Proposal Transmittal Letter

- Q. If selected, Proposer will submit written evidence of its authority to do business in Texas not later than the date of its execution of the Agreement.
- R. Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity 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 individual or entity to refrain from making a Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

The following documents are included as the Proposal and all attachments thereto are made a condition of the Proposal:

- A. Proposal meeting the requirements of Section 3 Proposal Submittal Requirements
- Section 1 Cover Letter and Proposal Form 1 and attachments including **Bid Bond**, Proposal Form 2, Proposal Form 3 and Proposal Form 12
 - Section 2 Proposer and Team Profiles-Corporate Qualifications and Experience
 - Section 3 Proposer and Team Similar Projects-Qualifications and Experience
 - Section 4 Project Organization and Key Personnel
 - Section 5 CMAR Project Approach
 - Section 6 Financial and Performance Information Proposal Forms 4,5,6,7, 8,10 and 11.
 - Section 7 Cost Proposal - Proposal Form 9
 - Section 8 Resumes
- B. In lieu of Proposer's covenant in item Q above, evidence of Proposer's authority to do business in the State of Texas as an attachment to Proposal Form 1.

The principal contact person who will serve as the interface between the Owner and the Proposer for all communications during the procurement period is:

Name: Matthew Phillips

Title: Vice President

Address: 403 International Parkway Suite 500, Richardson, Texas 75081

Telephone: 469-404-6716

Email: mattp@felixconstruction.com

The terms used in this letter have the meanings indicated in the RFP, the Agreement and General Conditions. The significance of terms with initial capital letters is described in the RFP, the Agreement and General Conditions.

Proposer agrees that venue shall lie exclusively in Johnson County, Texas for any legal action.

This Proposal is submitted by:

If Proposer is an Individual:

Name: _____
(Typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

A. Cover Letter and Proposal Transmittal Letter

If Proposer is a Partnership

Partnership Name: _____
(Typed or printed)

Name of General Partner: _____
(Typed or printed)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Doing business as: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

A. Cover Letter and Proposal Transmittal Letter

If Proposer is a corporation

Corporation Name:

Felix Construction Company

(Typed or printed)

State of Incorporation:

Arizona

Type:

General Business

(General Business, Professional, Service, Limited Liability)

Date of Qualification to do business in Texas is:

August 21, 2011

By:



(Signature -- attach evidence of authority to sign)

Name:

Matthew Phillips

(Typed or printed)

Title:

Vice President

Attest:



(Signature of Corporate Secretary)

Business address:

403 International Parkway Suite 500, Richardson, Texas 75081

Phone:

469-458-0011

E-mail:

mattp@felixconstruction.com

Proposal submitted on the following date:

5/14/2022

A. Cover Letter and Proposal Transmittal Letter

If Proposer is a Joint Venture

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated below.

Joint Venturer 1 Name: _____
(Typed or printed)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(Typed or printed)

Title: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

Joint Venturer 2 Name: _____
(Typed or printed)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(Typed or printed)

Title: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

Joint Venture's Contact for receipt of official communications:

Name: _____
(Typed or printed)

Business address: _____

Cover Letter and Proposal Transmittal Letter

Phone: _____

E-mail: _____

City of Alvarado, TX
RFP CMAR Services
Wastewater Treatment Plant Expansion

A. Cover Letter and Proposal Transmittal Letter

Affidavit for Corporation

State Texas) §
County of Dallas) §

Matt Phillips, being duly sworn deposes and says that they are Vice President of the
(Name) (Title)

Corporation submitting the foregoing form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations; and that they are authorized to make this affidavit on behalf of the Corporation.

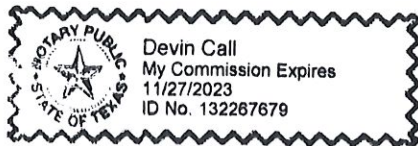
Matt Phillips
(Signature)

Signed and sworn to me before this 16th day of May, 2022.

Devin Call
(Notary Public)

My commission expires:

11/27/2023



Proposal Form 2

Vendor Compliance to State Law

Chapter 2252 of the Texas Government Code applies to the award of government contract to non-resident bidders. This law provides that:

“a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower 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

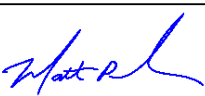
“Resident Bidder” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder.

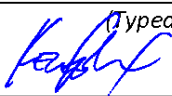
- ☐ Non-resident bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the statute is attached.
- ☒ Non-resident bidders in Arizona (give state), our principal place of business, are not required to under bid resident bidders.
- ☐ Our principal place of business or corporate offices are in the State of Texas.

Bidder:

Company Name: Felix Construction Company
(Typed or printed)

By: 
(Signature -- attach evidence of authority to sign)

Name: Matthew Phillips - VP
(Typed or printed)

Title: 
(Signature of Corporate Secretary)

Business address: 403 International Parkway Suite 500, Richardson, Texas 75081

Phone: 469-458-0011 E-mail: mattp@felixconstruction.com

City of Alvarado, TX
RFP CMAR Services
Wastewater Treatment Plant Expansion

1

A. Cover Letter and Proposal Transmittal Letter

Proposal Form 12

Agreement Comments

Proposer Name: Felix Construction Company

[illegible]

B. Proposer and Team Profiles Qualifications & Experience



B. Proposer and Team Profiles - Corporate Qualifications and Experience

B1a. PROPOSER INFORMATION

As an experienced leader with success in providing collaborative Construction Manager at Risk (CMAR) delivery for mechanical rehabilitation, improvement, and/or upgrade work at dozens of water/wastewater treatment facilities, Felix Construction Company, Inc. (Felix) shares the city's vision for the CMAR role in delivering the City of Alvarado WWTP Expansion project.

We recognize the unique safety, quality, schedule, and cost delivery benefits that will be realized as a result of on boarding a highly qualified CMAR partner to the project effort. We understand the importance of close collaboration to advance design from the current Construction Documents (CDs) and bring a team of proven professionals who will ensure that design, CDs, budget, and scope are optimized to meet your goals.

As a team of construction professionals, we bring the right experience working in critical waterworks facilities and operating environments; the expertise in coordinating specialty suppliers and equipment manufacturers to meet critical in-project benchmarks; and the execution of capital projects within the **\$6M - \$24M** range within budget and schedule. At Felix, we routinely use our expertise and knowledge to proactively identify and solve challenges that would stop less experienced teams in their tracks.

As a company focused on providing the highest level of safety, our commitment begins at the highest levels of management, extends through all levels of supervision, and is clearly communicated to all craft and subcontractor personnel. Our comprehensive approach to integrating safety training and the use of leading indicator reviews for continual improvement is recognized by the local, state, and national safety awards Felix has received for our work in similar challenging environments.

ABOUT FELIX



Felix Construction Company (Felix) is a general engineering contractor (GC) and construction manager (CM) delivering successful Water and Wastewater construction projects in Arizona, New Mexico, and Texas since 1987. Our locations include:

- ▶ **Service Office for this project:** Richardson, TX
All of the staff involved in day-to-day construction operations proposed for this project will be based out of this office for speed of delivery and ease of communication.
- ▶ **Branch offices:** Richardson, TX
403 International Parkway, Suite 500,
Richardson, Texas 75081
Phone: 469.458.0011
- ▶ **Corporate offices:** Phoenix, AZ
2530 South 52nd Ave Phoenix, Arizona 85043.
Phone: 480.464.0011

**Felix has built a reputation for
INTEGRITY, TEAMWORK AND
COMMITMENT, AND A LEADER in
Water/Wastewater CMAR delivery.**



Richardson Office

B. Proposer and Team Profiles - Corporate Qualifications and Experience

HISTORY, OWNERSHIP, LEGAL STRUCTURE, AND GROWTH

Felix is a privately owned, for-profit corporation, incorporated in Arizona in 1987 and opening our first Texas office in 2013. The firm was founded in Mesa, AZ by Donald Felix with three employees. In the intervening years, Felix has built a reputation for integrity, teamwork and commitment, and has become a leader in water/wastewater CMAR delivery. As a result of this focus and success, **Felix has grown into a \$100 million-a-year company with more than 230 employees.** Even with this growth, we retain our rich heritage of superior performance founded on an uncompromising commitment to performing quality work in a cost-effective manner.

LINES OF BUSINESS AND SERVICE OFFERINGS

Since our beginning, Felix has exclusively focused on water production facilities, well sites, booster pump stations, water treatment facilities, wastewater treatment plants, sewage lift stations, storm water pump stations, and custom industrial control panels.



Provided Pre-construction & construction services under the **CMAR DELIVERY FRAMEWORK FOR** the past **22 YEARS.**



Felix's in-house capacity includes a **CERTIFIED UL 508A / 698A INDUSTRIAL CONTROL PANEL SHOP**



Average size water/wastewater projects in the past 5 years of **\$6M - \$24M**, providing a perfect fit with the City of Alvarado WWTP project.

Felix has completed

\$361 MILLION

of CMAR projects
to date.

300+

CMAR Projects

230+

Employees

75%

Self-Perform

B1b. CMAR TEAM MEMBERS' INFORMATION

A successful WWTP Plant Expansion starts and ends with electrical/instrumentation. We have teamed up and identified key pre-construction subconsultant **H&H Electric led by Kevin Clement, Executive Vice President**, to supplement the efforts of the Felix Team. Felix has an extensive working history and trusted relationship with H&H on CMAR & Hard bid projects throughout the Metroplex. Kevin and his team will help in reviewing the 30/60/90% drawings during pre-construction to flush out any ambiguity, sequencing concerns, and answer construction questions prior to the electrical bid package advertisement.



H&H, founded in 1994, has been delivering exceptional electrical specialty and general contracting services in the Dallas Metroplex area from the firm's location in Terrell, TX. With more than 75 employee, H&H regularly delivers electrical specialty construction services at the prime and subcontractor level to cities, towns and municipalities. H&H has delivered more than \$70M

in projects of similar complexity and size and has the ability to self-perform up to 90% of the electrical portion of this project. In committing our most valuable resource - that of our people - H&H brings a vibrant and experienced team led by Vice President Kevin Clement, who has worked shoulder to-shoulder delivering many of the projects with private and public clients.

B1c. APPROACH TO PROJECT SAFETY

Felix's primary goal is to provide a safe working environment by properly planning for known and potential hazards; through employee training; and selecting subcontractors who share our goal of providing a safe working environment. This focus on safety has provided Felix the following:



Safety Record	Years				
	2021	2020	2019	2018	2017
Experience Modifier Rate (EMR)	0.75	0.83	0.79	0.96	1.09
Number of Fatalities	0	0	0	0	0
Lost Workday Incident Rate	0.0	0.0	0.0	0.0	0.0
OSHA Recordable Incident Rate	1.6	2.6	2.3	1.8	2.8
Number of Hours worked	513,441	541,145	427,445	433,358	358,004
Total Number of Employees	248	245	203	185	165

Felix's commitment to safety begins with our safety "absolutes" which are integrated into all planning, training, observation, and improvement efforts. Felix has continued to improve and enhance its safety program at the Corporate and Regional levels. Although safety is the responsibility of each employee from Executive to craft worker, Cato Cardenas, Project Superintendent, carries the overall accountability for Felix's safety performance and OSHA compliance on the project. He will work directly with Luis Gutierrez, Safety Manager, to develop and a CMAR Safety Action Plan specific to this project.

Our commitment to safety is confirmed in our approach to pre-construction planning, executed in the field through every work plan and continues beyond startup and commissioning, to the final project closeout. The objectives of the project safety, health, environmental, and security program are to:

- ▶ Protect the lives and health of the Alvarado WWTP Operations Staff, Felix employees, other project partners, subcontractors, and all others working on the project;
- ▶ Manage risk in all forms;
- ▶ Prevent damage to property, materials, supplies, and equipment;
- ▶ Avoid high-risk facilities interruptions during the construction and turnover of the facility;
- ▶ Prevent and eliminate incidents, occupational injuries and illnesses of all workers; and

- ▶ Maintain a secure, well-organized work site that promotes excellence in materials and subcontractor management, and thereby avoid disruptions to the work.

All individuals working on the project are responsible to comply with the project health, safety, and environmental requirements.

SPECIFIC SAFETY PRACTICES:

Safety Pairing: Field superintendents integrate a "green hard hat" system that enforces all new site workers regardless of experience to wear a green helmet for the first 90 days. Upon completion of 90 days with zero safety violations, the new hire then receives his white hard hat. This allows all site workers to be able to easily track new workers to ensure safety compliance.

Team Shift Look-Ahead: This discussion provides an opportunity for superintendents to build team institutional knowledge of ongoing work on a daily basis. The effort ensures that team leaders fully understand and actively participate in the planning of where staffing, equipment and materials resources will be available or staged during shift activities.

Situational Awareness Brief: Superintendents work with team leads to proactively identify areas of work requiring increased situational awareness for both the leads and craft workers alike. These may include challenging or complex subtasks, or changes to worksite conditions that require additional attention to ensure safety compliance.

This page intentionally left blank.

C. Proposer and Team Similar Projects Qualifications and Experience



3 C. Proposer and Team Similar Projects - Qualifications and Experience

CI-3. FOUR SIMILAR PROJECTS

Felix has chosen to highlight the following projects:

1. CITY OF KELLER: ALTA VISTA PUMP STATION



"Felix Construction's ability to think outside the box was a key factor in the success of the Pre-construction Phase of Keller's first CMAR project. The Felix team presented ideas that ultimately resulted in a GMP within the city's initial budget while simultaneously allowing the start of construction almost one year ahead of schedule."

*Dennis Fritz, PE, Senior Engineer
City of Keller*

1) Description: The scope of work includes construction of a new 18 MGD pump station, demolition of the existing pump station and the associated construction phasing and sequencing to maintain existing operations.

The City of Keller used **Freese and Nichols (FNI)** as its procurement advisor. Being able to deliver water by May 15, 2019, was critical and provided the greatest risk. Felix was chosen using a two-step CMAR procurement process. At this point, the Felix functioned as a General Contractor consultant by providing pre-construction services during the progression of the project design. The delivery team came together for informal partnering after Felix was on-board which established the cornerstone for the project's culture.

Throughout the project, the water demands were monitored. Heavier than normal rains helped keep the shutdown window open longer than expected. May 1, 2019, became the target date to have water pumping out of the new facility. Pump tests were performed, and water was actually pumping into the City's system by May 15, 2019.

Challenges and Opportunities for Success

A significant measure of the project's success was how natural the team's culture aligned with the partnering expectations. The CMAR method allowed for the day-to-day delivery of the project to be presented in a manner that was mostly "invisible" to city management and customers. **Our team's CMAR culture allowed us to have open discussions regarding critical EOPs and multiple GMPs, and how they affected engineering, advertisement, and construction schedules.**

2) Role: CMAR. Design Phase

Services: Design constructability review, value engineering, cost modeling, scheduling, permitting, risk identification/management

3) Percentage of Work Self-performed: 70%

4) Original / Final Construction

Cost: \$6.56M / \$6.5M - Under budget

5) Original / Final Construction

Dates: Nov 2017 – Dec 2019 / Nov 2017 – Dec 2019

6) Delivery: On time and under budget. (-\$59,359 Returned owner contingency and VE opportunities)

7) Change Orders (Amount and Type): None

8) Owner Contact Information:

Dennis Fritz, Senior Project Manager
817.743.4083
dfritz@cityofkeller.com

3 C. Proposer and Team Similar Projects - Qualifications and Experience

1. CITY OF KELLER: ALTA VISTA PUMP STATION (CONTINUATION)

Relevancies to Alvarado WWTP:

- CMAR Delivery Method
- Construction Sequencing
- Accelerated Time Frame
- Freese and Nichols Project
- Multiple GMPs for Long Lead Equipment Procurement

TEAM MEMBERS



Matt Phillips
Principal



Ryan Koontz
Pre-Con Manager



Devin Call
Estimator



Luis Gutierrez
Safety Manager



Robert Skinner
Quality Control



Kevin Clement
Estimator - *H&H*



Monday, August 31, 2020

To Whom It May Concern,

In the fall of 2018, The City of Keller selected Felix Construction to be the Construction Manager at Risk (CMAR) to replace and expand our existing 9.9MGD Alta Vista Pump Station to an 18.0MGD pump station. This \$7.3M project entailed the construction of a new larger pump station to be construction in the exact same footprint of our existing Alta Vista Pump Station. At the time, the Alta Vista Pump Station accounted for nearly 40% City of Keller's water supply capacity so careful planning had to be implemented to ensure the City's water demands were always met throughout construction.

The City had utilized CMAR in the past, but mostly for building fire stations. The Alta Vista Pump Station was Keller's first attempt to use an alternate delivery method on a complex water infrastructure project. Due to the potential impact to our water supply, it was imperative that Keller selected a contractor who could deliver the technical resources and expertise necessary to support the city during the design, preconstruction and construction phases. Felix proved to be an excellent choice. They worked directly with city staff and our design Engineer (Freese & Nichols) to evaluate the constructability of design work that had already been put into the project over the previous several years. It was the growing uneasiness of staff on how to complete the design and manage construction while still keeping the water supply going that lead to our decision to select a CMAR. Through collaboration and open communication, the team was able to develop a plan of execution for the project that would allow the City of Keller to address water demands through the summer and complete the project a full year earlier than originally scheduled. Not only did Felix beat our schedule, they did so while reducing project costs, suggesting alternative methods and designs and delivering the project under budget. In the end, Felix returned over \$59,000 of unused project budget to Keller. Despite this project's aggressive construction schedule and extremely unique site restrictions, Felix was able to anticipate the risks and manage them without a single incident.

While the metrics (cost, schedule and safety) for the project are outstanding, I believe it is equally important to note that it was the overall success of the completion of this project which has paved the way for the City of Keller to explore procurement of additional critical projects utilizing the CMAR method. If you are thinking about trying an alternative delivery for the first time, we can recommend the Felix Construction Company without reservation.

If you have questions, or would like to discuss further, please do not hesitate to contact me.

Respectfully,

Alonzo Liñán
Director of Public Works
City of Keller
alinan@cityofkeller.com
817-743-4000

1100 BEAR CREEK PKWY. • P.O. BOX 770 • KELLER, TEXAS 76244 • (817) 743-4080 • FAX (817) 743-4091
Web: <http://cityofkeller.com> • email: kellerpw@cityofkeller.com

3

C. Proposer and Team Similar Projects - Qualifications and Experience

2. CITY OF SANGER: WASTEWATER TREATMENT PLANT



"Felix approached the project with a "team" mentality helping guide the team through a difficult project while maintaining operations for the City of Sanger".

Jeff Caffey, PE Wastewater Chief Engineer, Plummer Inc.

1) Description: This project included construction of a new raw wastewater pump station, a new peak flow storage basin, modifications to the existing bar screen structure, modifications to package plant 1 through 4, modifications to the existing blower building, construction of two new final clarifiers, a new return activated sludge pump station, a new ultraviolet disinfection facility, a new effluent flow measurement structure, a new solids dewatering facility, a new electrical building, relocation of an existing electric generator and connections to existing motor control center, and other miscellaneous plant modifications at the Sanger Wastewater Treatment Plant.

Challenges and Opportunities for Success

This project was a conventional hard bid project, but Felix's team along with Allen Plummer were able to value engineer some items in the beginning of the project in order to help meet the City of Sanger's budget for the project. Felix and the City of Sanger expected some additional change orders throughout the project due to some major unknowns. In order for Felix to take down existing plants 1, 3, & 4 and evaluate the overall condition of them we had to complete our contract portion of the project first. Once we completed our original portion of the project we were instructed by the owner to take down plants 1, 3, & 4 and it was determined each plant needed structural steel repairs, full coatings to the interior and exterior, and new catwalks to each tank.

2) Role: GC (Design-Bid-Build)

3) Percentage of Work Self-performed: 70%

4) Original / Final Construction Cost: \$10.9M / \$11.4M*

*Owner initiated changes

5) Original / Final Construction Dates: May 2017 – Apr 2019 / May 2017 – Apr 2019

6) Delivery: See challenges.

7) Change Orders (Amount and Type): CMRs - 11, PCMs - 20

8) Owner Contact Information:
Jeff Caffey, Chief Engineer
817-343-0962, jcaffey@plummer.com

Relevancies to Alvarado WWTP:

- Active WWTP
- Increasing Plant Size From 0.6 - 0.8
- Critical Time frame

TEAM MEMBERS



Matt Phillips
Principal



Ryan Koontz
Project Manager



Devin Call
Estimator



Luis Gutierrez
Safety Manager



Robert Skinner
Quality Control



Cato Cardenas
Superintendent



Kevin Clement
Estimator - H&H

3. C. Proposer and Team Similar Projects - Qualifications and Experience

3. TOWN OF LITTLE ELM: WASTEWATER TREATMENT PLANT IMPROVEMENTS



2) Role: GC (Design-Bid-Build)

3) Percentage of Work Self-performed:
70%

4) Original / Final Construction Cost:
\$9.58M / \$10.7M*
*Unforeseen conditions

5) Original / Final Construction Dates:
Jul 2017 – Mar 2019 / Jul 2017 – Mar 2019

6) Delivery: On time

7) Change Orders (Amount and Type):
-CMR's - 9, PCMs - 7 (Unforeseen conditions)

8) Owner Contact Information:
Wesley Brandon, Title Town Engineer,
214.975.0489, wbrandon@littleelm.org

Relevancies to Alvarado WWTP:

- Active WWTP
- Expansion of existing WWTP

1) Description: Expansion of existing WWTP from 3.0 MGD to 4.0 MGD including new clarifier and aeration basin, rehabilitation of existing belt filter press, rehabilitation of existing lift station, rehabilitation aeration and digester blower systems, replacement of existing polymer and alum feed systems, rehabilitation of three (3) existing treatment units, installation of new grit pump system, rehabilitation of existing UV system, construction of new reuse water plant and other misc. civil and electrical upgrades.

Challenges and Opportunities for Success

During the rehabilitation portion of the project Felix encountered unforeseeable items in the headworks and lift station portion of the project. We also had to reroute some buried air lines that were not accurate from the as built information that was given to the engineer.

TEAM MEMBERS



Matt Phillips
Principal



Ryan Koontz
Project Manager



Devin Call
Estimator



Kevin Clement
Estimator - *H&H*



Luis Gutierrez
Safety Manager



Robert Skinner
Quality Control



Donald Eason
Constr. PM

3. C. Proposer and Team Similar Projects - Qualifications and Experience

4. CITY OF GOODYEAR: 157TH AVENUE WASTEWATER TREATMENT PLANT (WTP)



"I have worked with many contractors in my 25 years of being in Field Service, and I do not take the time to write many compliments like this.... Your guys are unparalleled when it comes to their knowledge, assistance, and work ethic."

*Mike Krueger, Field Service Technician,
Evoqua Water Technologies, LLC*

1) Description: Felix was selected as the CMAR for this project which expanded the Goodyear 157th Ave WTP from 4.0 MGD to 6.0 MGD. The Work for this project included the construction of an influent pump station with accompanying odor control system, an onsite forcemain, replacement of aeration fine bubble diffusers, replacement of sedimentary basin clarifier equipment, construction of a chlorine contact basin with an effluent pump station, installation of a new centrifuge and solids handling improvements, select demolition, associated electrical and instrumentation, yard piping, grading, bypass pumping and performing related required work.

Challenges and Opportunities for Success

In order to meet the sewage treatment demands of a growing municipality, the city needed to expand the volume of its 157th Ave WTP from 4.0 MGD to 6.0 MGD. Felix was not only responsible for construction outlined in the scope above, but the deconstruction, demolition and decommissioning of the existing influent pump station, clarifier equipment, and effluent pump station. It was important that the city was able to maintain its existing operations as we were constructing its new structures and installing the new equipment.

During the pre-construction phase, Felix was able to generate cost models for the plant expansion that helped the city maximize their budget yet maintain the engineer's design intent. We provided constructability review feedback to the design engineer and how the project could be sequenced in order to maintain the plant operations.

Once the project was underway, Felix met daily with the plant operations staff to understand its needs and to make sure that our construction sequencing was acceptable to maintain their operations. We developed Maintenance of Plant Operations (MOPO) plans that outlined each segment of our work and how

2) Role: CMAR. Design Phase

Services: Design constructability review, value engineering, cost modeling, scheduling, permitting, risk identification/management

3) Percentage of Work Self-performed: 85%

4) Original / Final Construction

Cost: \$14.6M / \$14.6M

5) Original / Final Construction

Dates: Feb 2018 – May 2020 / Feb 2018 – May 2020

6) Delivery: On time and on budget.

7) Change Orders (Amount and Type): None

8) Owner Contact Information:

Todd Carpenter, Wastewater Superintendent, 623.882.7643
todd.carpenter@goodyearaz.gov

TEAM MEMBERS



Matt Phillips
Principal



Devin Call
Estimator



Luis Gutierrez
Safety Manager

3. C. Proposer and Team Similar Projects - Qualifications and Experience

4. CITY OF GOODYEAR: 157TH AVENUE WASTEWATER TREATMENT PLANT (CONTINUATION)

Relevancies to Alvarado WWTP:

- CMAR Delivery Method
- Construction sequencing
- Active WWTP Expansion
- Tight Construction Schedule
- Multiple GMPs for Long Lead Equipments Procurement

it related to its ability to maintain its operations. We were able to bypass equipment that needed to be replaced and sequenced work during low flow periods in order to limit the exposure during the outages. We brought the new facilities online prior to decommissioning the old, existing facilities.

The city was also concerned that its existing plant was built over a series of expansions over the past 40 years. It did not have adequate as-built information to show what was underground and did not feel comfortable that the new design considered all the electrical equipment that was to be kept in use. Felix conducted a thorough exploratory utility pothole investigation that identified dozens of underground utilities and our electricians traced miles of electrical conduit and wire to make sure that the city was satisfied that their other equipment was also accounted for when we were able to decommission the old equipment.



D. Project Organization and Key Personnel



D1. PROJECT MANAGEMENT APPROACH AND TEAM ORGANIZATION

As an experienced leader in providing CMAR services within the water/wastewater market to private, public, and governmental clients, Felix has assembled a vibrant team that will safely and successfully deliver the project to exacting standards with minimal impacts on sensitive Alvarado WWTP operations. We provide a comprehensive staffing approach and a deep bench of project expertise that will ensure safety, quality, and compliance at every step of this project.

FELIX - ORGANIZATIONAL GROUP STRUCTURE

All staff involved in day-to-day construction operations proposed for this project will be based out of the Richardson office for speed of delivery and ease of communication. The Felix organizational team is built within a relational group structure, which we detail here:

- ▶ **MANAGEMENT GROUP: Pre-construction Manager, Ryan Koontz, will act as the single point-of-contact and primary link of communication with the city and Freese and Nichols (FNI).** Under direct oversight of Matt Phillips, Ryan has full authority to commit to schedule and contractual agreements with the city, establish iterative estimates, and develop the final GMP. He will be the single point of negotiation for the project team, and will provide a direct line of reporting to the Project Executive Team. Lastly, management oversight will be provided by the Executive Oversight Team, ensuring that this important Alvarado WWTP project is a “top priority” project and providing executive-level commitment to the city.
- ▶ **EXECUTIVE OVERSIGHT GROUP:** With project and contractual oversight role, the Project Executive Lead (PEL), will ensure the availability of necessary personnel, equipment, and material resources to meet all safety, schedule, and cost benchmarks while maintaining a record of zero incident/accidents and impacts to ongoing facilities operations and maintenance. This position is responsible for maintaining and growing the positive relationships with our waterworks clients, and the city.
- ▶ **OVERSIGHT GROUP:** This group includes Safety and Quality Control subgroups. The Safety Manager, Luis Gutierrez, will ensure seamless continuity and communication between Felix, the city, and on-site facilities and operational safety teams. The Safety and Construction Team will also work directly with the City of Alvarado Training and Compliance Manager. The Quality Control Group, led by Robert Skinner, is tasked with the oversight of project performance while delivering direct updates to the Executive Oversight Group.
- ▶ **PRE-CONSTRUCTION SERVICES GROUP:** Because successful CMAR project delivery hinges on a robust and vibrant CMAR Pre-construction Services approach, Felix will bring its established processes and procedures to the city and FNI for consideration and will lead Constructability, iterative milestone (30/60/90%) and Value Engineering team review tasks. The Pre-construction Group, led by Ryan Koontz, will be tasked to create biddable and low risk subcontractor packages **while also establishing a procurement system for long lead materials.**
- ▶ **CONSTRUCTION SERVICES GROUP:** This team has direct oversight for the safety and quality delivered by our craft labor, trade subcontractors, and suppliers that are vital to meeting all project benchmarks. If needed, Felix will assign a materials manager to provide support for staging, site control, security, and tracking of material and equipment resources. The team will establish a Just-in-Time (JIT) materials delivery program to ensure maximum efficiencies are obtained.
- ▶ **STARTUP AND COMMISSIONING GROUP:** This role is also integrated from project start, collaborating with the city, **FNI**, Pre-construction, Project Controls, and Construction Groups through the project life cycle. Felix will create a Startup and Commissioning Team that will be around our build, pre-con, quality control, and safety team; they will coordinate the activities for Electrical, Instrumentation, Controls, and SCADA, as well as a SCADA Integrator, if needed. This role also includes coordination of key scope Commissioning Agents as well as the Training and O&M Team.

This page intentionally left blank.

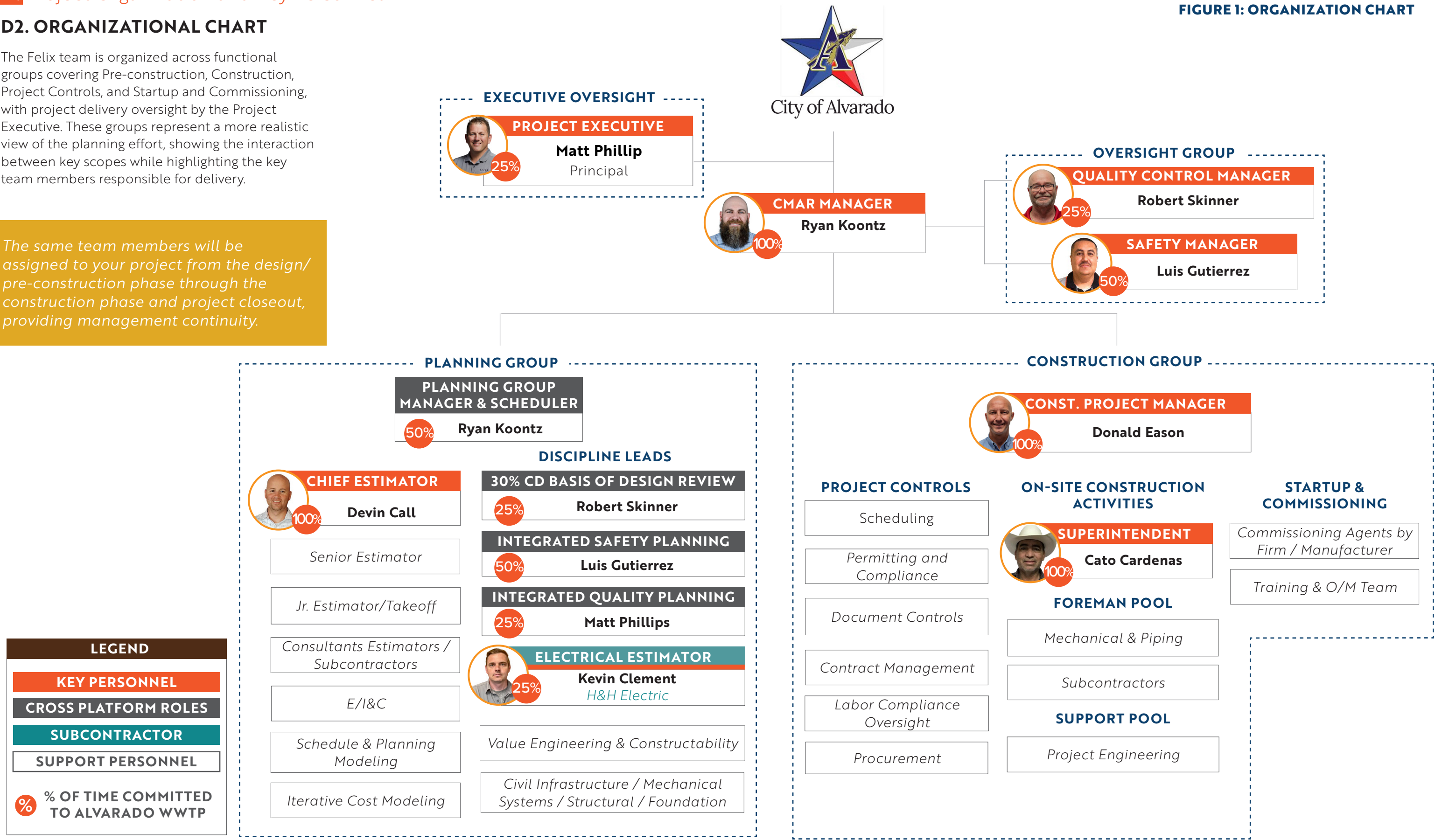
D. Project Organization and Key Personnel

D2. ORGANIZATIONAL CHART

The Felix team is organized across functional groups covering Pre-construction, Construction, Project Controls, and Startup and Commissioning, with project delivery oversight by the Project Executive. These groups represent a more realistic view of the planning effort, showing the interaction between key scopes while highlighting the key team members responsible for delivery.

The same team members will be assigned to your project from the design/pre-construction phase through the construction phase and project closeout, providing management continuity.

FIGURE 1: ORGANIZATION CHART



D3-6. KEY PERSONNEL - WORK COMMITMENTS, AVAILABILITY, TEAMING EXPERIENCE, AND SERVICES

The proposed team was selected based on their individual success, collective work on similar scopes, and experience. Together, our team possesses over 148 years of experience that will be utilized for this project. This team is capable and committed to take on this project to meet the city’s expectations. Full resumes for the key personnel are included in **Proposal Section 8 - Resumes**.

Key Personnel/Role	Current Commitments		Date Available	Teaming Experience				Services																								
	Project Name	Est. Completion Date		City of Keller: Alta Vista Pump Station	City of Goodyear: 157th Avenue WWTP	City of Sanger: WWTP	Town of Little Elm: WWTP Improvements	Project Management Plan and Schedule	Permitting and Construction Phasing Strategy	Construction Scheduling	Construction Phasing Plan MOP	Iterative Cost Estimates at Project Milestones	Value and Constructability Analysis	Materials and Best Practices Review	E/I&C Review	Long Lead Procurement and Purchasing	Overall Design Support from current 30% CDs to FC Documentation	Pre-construction										Construction				
																		Coordination with Specialty Disciplines and Suppliers	Review of Site Environmental permitting	Documents, Contracts, and Subcontractor Management	Early Utility and Provider Coordination	Potential Early Construction Packages	Construction Execution	Safety Compliance	Quality Control and Oversight	Commissioning and Closeout	Warranty Period					
 Matt Phillips Project Executive, Principal 18 Years with Felix 23 Years of Experience	Multiple Projects	Ongoing	Immediately	✓	✓	✓	✓		✓	✓		✓	✓	✓			✓			✓		✓	✓	✓	✓							
 Ryan Koontz CMAR Manager, Pre-Construction Manager, Scheduler 13 Years with Felix 15 Years of Experience	1. North Texas Municipal Water District Wall Repair CMAR 2. Kingsborough WWTP CMAR	1. January 2025 2. August 2023		✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				
 Donald Eason Construction Project Manager 5 Years with Felix 15 Years of Experience	1. NTMWD Meter Vaults, Robinson Road PS, Stacy Road PS 2. North Texas Meter Vaults	1. October 2022 2. November 2022					✓	✓	✓	✓	✓		✓	✓		✓	✓						✓	✓	✓	✓	✓	✓				
 Devin Call Chief Estimator 6 Years with Felix 15 Years of Experience	Multiple Projects	Ongoing		✓	✓	✓	✓					✓	✓	✓	✓	✓	✓	✓	✓				✓									
 Luis Gutierrez Safety Manager 6 Years with Felix 20 Years of Experience				✓	✓	✓	✓		✓	✓	✓							✓	✓				✓	✓	✓	✓						
 Robert Skinner Quality Control Manager 3 Years with Felix 30+ Years of Experience				✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓			
 Cato Cardenas Project Superintendent 5 Years with Felix 30+ Years of Experience	1. Robinson Road Pump Station	October 2022				✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				
 Kevin Clement Electrical Estimator  9 Years with H&H 12 Years of Experience	Multiple Projects	Ongoing		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓				

E. CMAR Project Approach



E1a. OWNER'S BUDGET AND SCHEDULE

As noted throughout this SOQ the vast majority of Felix work is alternative project delivery method (APDM). Our entire business model is built on the foundation of being a part of the “team” when participating on our projects. We have a sign hanging in the lobby of every one of our offices and jobsite trailers that says, “Make Every Decision In the Best Interest of the Project”. In pre-construction that means putting every idea out on the table no matter how insignificant it may seem at the time. It means reviewing the plans and specs for not only constructability issues, but even more importantly, bidability issues.

If areas of the plans and/or specs are vague or conflict one another, it can only lead to bad things. Ambiguity results in either inflated bids to cover unknowns before the fact or change orders to cover unknowns after the fact. Felix works harder than any other contractor at flushing out bidability issue than any other contractor. We are keenly aware that our greatest contribution on a CMAR project is during pre-construction. **Felix attributes our success as a CMAR contractor to being the hardest working ones in the room during pre-construction.**

MEETING COST AND SCHEDULE EXPECTATIONS

Felix is confident in our ability to meet the team’s cost expectations because the CMAR delivery method gives the team full pricing transparency early in the design process. If our 30% Cost Model reflects the project trending to over budget, the entire team can work together to find value engineering concepts to get the project’s budget back on track. The owner and engineer don’t have to worry about making potentially expensive decisions in a vacuum. We will be at the table with the rest of the team to provide cost and schedule feedback at every decision point along the way. NO PRICING SURPRISES at 90% when it’s too late to make changes without expensive and time-consuming design rework. GMP means Guaranteed Maximum Price. At Felix GMP means just that... GUARANTEED.

Felix has put together a **DRAFT** Critical Path Method (CPM) schedule for your review. We have carefully reviewed all the major construction activities and

reached out to key equipment suppliers to reflect current-day real world lead times. We are extremely confident we can beat this schedule if brought to the table as the team’s CMAR contractor. As a team we need to consider issuing “**performance specs**” to preselected equipment suppliers so we can get the project’s major equipment bid out, selected, and under contract as early as possible (no later than 60%). CMAR allows for multiple GMPs, the first of which should be Early Out Packages (EOP’s) to get the long lead time equipment ordered.

The **Project Controls Group**, led in dual-role capacity by **Ryan Koontz**, assesses and reports on the ongoing health and performance (cost and schedule) of the project. This exemplifies a key continuum between “planning” and “execution” - and provides the city with the confidence and control which is the hallmark of the CMAR methodology.

Ryan will work collaboratively in support of the full project team utilizing a set of tools and actions for controlling schedule, cost, and scope in order to meet the delivery objectives of the city. Simply stated, the Felix **Project Controls Group (PCG)** is structured to be proactive and forward looking to optimize the outcome of this project effort while creating a transparent data record of performance.

The PCG is responsible for providing the data and analysis to assist in better decision making, reducing cost and schedule impacts of scope or specification changes, and supporting the optimal project execution. As a result of their efforts, both the city and **FNI** will realize the following benefits:

- ▶ **Optimized Project Outcomes:** Increased quality, schedule certainty, reduced cost.
- ▶ **Increased Command and Control:** Effective and efficient project delivery.
- ▶ **Management of Risk:** Field safety, materials and supply cost, and schedule impacts.

Through extensive CMAR project delivery experience, Felix understands that a project control regimen is most effective when implemented from Notice to Proceed (NTP) through the project lifecycle to final Closeout. As such, we would recommend establishing inclusion for the PCG during pre-construction to provide immediate engagement and assistance for the Pre-construction and Construction Phase groups. This early on-

E. CMAR Project Approach

boarding of Compliance, Procurement, Schedule Forecasting and Analysis will result in the early inclusion of scheduling data from the project team – an essential action to accurately achieve critical benchmarks in the field.

As construction documents progress through the 30/60/90% iterative cycle, the PCG will participate in group meetings, specifically supporting the estimating team. In addition, the PCG will be involved in value engineering and constructability analysis reviews. They will maintain the cost and schedule, Decision Tracking Matrix, to track potential innovations, schedule benefits (or busts) and the resulting cost savings.

Once construction begins, the PCG monitors and analyzes the progress of the work to continually

be aware of where the construction work is in relationship to the baselines established for schedule and cost. The team will identify trends that might not show up in the financial or day-to-day efforts for months, and will support the project manager for analysis and evaluation. The effective communication of these trends to the project management will lead to a better, faster, optimized project approach as the Felix team moves through the construction lifecycle.

Utilizing this approach, Felix will provide the city and the Project Management team with the command and control required to know where the project stands and where it is going – it is this control that ensures cost and schedule certainty through the life of the project.

E1b. RISK IDENTIFICATION, EVALUATION, AND MANAGEMENT

Immediately upon NTP, the Felix **Pre-construction Team**, lead by **Ryan Koontz**, will schedule a Partnering Session with the city and **Freese & Nichols (FNI)**. This session will serve to define project direction, lines of communication and collaboration, ensure “same page” understanding, and lines of authority for the project. Our team’s number one goal is to keep the city informed and be transparent throughout the CMAR process through continues collaboration. Felix achieves these goals through a proven five component strategy:

1. PRE-CONSTRUCTION CAMP WORKSHOP SESSIONS	Our Pre-construction Team approach consists of multi-day collaborative workshops with the city and FNI to expedite the pre-construction phase.
2. WEEKLY WORKSHOP GROUP MEETINGS	These meetings provide the city with project status and allow our team to gain immediate feedback on various design and construction considerations to aide in progress for the project.
3. DETAILED TRACKING REPORTS	These detailed logs focus on all aspects of the project. They provide immediate access to project and work group meeting minutes, decisions made, action items, design evolution, project risks, and cost models.
4. OPERATIONS INPUT	By including operational considerations into the pre-construction and construction phases, we deliver a project that is focused on the end-user through O&M flexibility, serviceability, and robustness.
5. RISK REGISTER	The register helps to identify risks and mitigation strategies for more efficient delivery, minimizing scope creep, minimizing schedule delays, and focusing on risk-based contingencies.

CURRENT MARKET COST AND MATERIAL CONDITIONS

Many of us have never seen material shortages and delays like we are experiencing now. Last year, tropical storm Nicholas, shut down two resin plants causing PVC prices to rise 60% in two weeks, fuel prices are rising, and steel prices have climbed 78% over the last year. Our solution to this, is to manage through contingencies and pricing indexes at “bid” time. Felix will also issue POs and subcontracts immediately following award locking in pricing. Our team will also keep the city informed of market conditions throughout the project. One example of our proactive approach would be to develop **multiple GMPs or Early Out Work Packages** in order to lock in pricing. Another proactive approach that our PCG deem critical to addressing market cost escalation and



supply chain delays is a “accelerated/hot” submittal review process on certain submittals that have a cost escalation associated with them. During our partnering session, **FNI** along with Felix's PCG can identify certain submittals that will be marked “Hot” and will be made a top priority by **FNI**. The goal by the end of the submittal review is a ASN (Approved As Noted) so material and equipment can be released immediately after the first round of submission.

Because of Alvarado's current rapid growth we expect that construction craft labor will remain in short supply. As a general contractor a shortage in labor often negatively effect a project's schedule and cost, and can even negatively effect quality.. Felix not only has self-performance capabilities and sufficient resources for this project, but we also require all bidding subcontractors to provide resource availability information in bidder's qualifications documents.

E1c. QUALITY CONTROL

Quality work starts with quality workers, this is why at Felix we continually train and educate all of our team members (from our newest field laborer to our company's ownership). This continuous training process ensures we provide team members with the necessary tools to complete our clients' projects to the highest standards. In addition, Felix implements a three-tier quality control plan on all projects to ensure standards are being met.

Felix is able to deliver high quality projects because our well trained, hands-on team members demand that we perform high quality work.

Superintendent, Cato Cardenas is responsible for ensuring that testing is scheduled in advance and completed per specifications. To ensure these quality control requirements are met, Felix will develop a project specific quality control management plan during the design phase of this CMAR project. The quality control plan will, at each project step, establish a well-defined set of objectives to meet. As the project progresses, our service quality will be measured against those

objectives. During design, **Pre-construction Manager Ryan Koontz** will work with Felix's project team in establishing and maintaining the quality of our pre-construction service. During construction, Project Superintendent, Cato Cardenas, along with **Construction Project Manager Donald Eason** will be responsible for all on-site quality, assuring the work in place is continuously inspected and verified against the standard of quality established by the team.

LESSONS LEARNED AND CHALLENGES

Felix will leverage our lessons learned through pre-construction, experience gained through construction of lift stations and wastewater treatment facilities, and our 35 year history of successful project completion, on-time, and within budget while meeting or exceeding our clients expectations.

After years of learning from our mistakes, Felix created an Risk Management Plan (RMP) for our CMAR projects. We recently used RMP on our Keller Alta Vista PS CMAR project in order to provide the

5 E. CMAR Project Approach

entire team with the most accurate and pertinent information available at key decision points on the project. The Risk Registry tracks and monitors the status of all project risks including each risk POC, probability and consequence of each risk (pre and post-mitigation) and details on the risk control actions. The Pre-construction Manager is responsible for identifying and assessing of risks. This responsibility includes providing regular re-evaluation and a status update of risk entries via the Project Risk Registry. The Risk Registry is a living document used throughout the life of the project. Project risks

and the management actions to control them are reviewed and updated monthly by Pre-construction Manager and the integrated project team. New and imminent risks are added into the registry when identified. Risks are closed when the risk is no longer credible or when the risk has been realized and no residual risk remains. The Pre-construction Manager is responsible for maintenance of the Risk Registry for ensuring that the city project team members are monitoring and reassessing risks regularly, and that the Risk Handling Plans are being implemented in a timely and effective manner.

FIGURE 2: QUALITY CONTROL PLAN

01

01. SUBCONTRACTOR/SUPPLIER SELECTION

Selecting well-qualified subcontractors and suppliers that have repeatedly delivered on quality, safety and performance.

02

02. EXPERIENCED EMPLOYEES

Quality work starts with our team. All employees are continually educated on owner standards and efficiency. Qualified workers will complete each task.

03

03. CHECKS AND BALANCES

At Felix, we are continually checking the quality of our work. This means daily, on-site quality checks by our Superintendent and Project Manager. Should a question of quality ever arise, it will be quickly escalated until it is worked through and resolved.

E1d. CRITICAL PATH SCHEDULE

Early-out equipment procurement, apart from the obvious schedule benefits, have many positive outcomes from a well-planned & scheduled procurement effort. Sitting down with the construction team to discuss an early-out procurement strategy will require that most of the process decisions be made early on, which should ultimately minimize surprises, changes in scopes, and field change orders.

The project budget can be confirmed in the first several months of the project to determine critical early-out equipment packages. Internal procurement discussions and their dependents are some of the most significant contributions in driving a project's critical path. By giving early-out

procurement the attention, it deserves, the CMAR contractor can deliver a complete and reasonably achievable project schedule in the desired time frame.

RECOMMENDED EARLY OUT EQUIPMENT PROCUREMENT:

- ▶ Emergency Generator
- ▶ 0.8 MGD Package Plant
- ▶ Plant Blower Equipment

RECOMMENDED EARLY OUT CONSTRUCTION WORK PACKAGES:

- ▶ Influent Lift Station
- ▶ Influent Screening
- ▶ Grit Removal & Influent Flow Distribution Structure

E. CMAR Project Approach

A fully developed Critical Path Method (CPM) baseline schedule is a powerful tool for evaluating “what if” risk scenarios and communicating significant dates and milestones to the Cities Project Management, **FNI**, project operations and facilities stakeholders. Our team will vertically integrate our CPM with the city, utilizing any compatible platform the city selects to integrate with the overall project delivery schedule. At NTP, our scheduling team will develop an initial CPM with all planning and construction activities and encompassing all project elements to include:

- ▶ Design-path milestones, project administration and early procurement and permitting schedule constraints.
- ▶ Potential elements external to the project that are outside the team’s direct execution benchmarks (utilities, relocations, etc.)
- ▶ Construction sequencing and work item dependencies, including acceleration and recovery scenarios;
- ▶ Application and approvals for permits, reviews and submissions.
- ▶ Materials procurement and long lead items
- ▶ Quality Assurance and Project Controls hold points, and subcontractor selection, documentation and procurement.

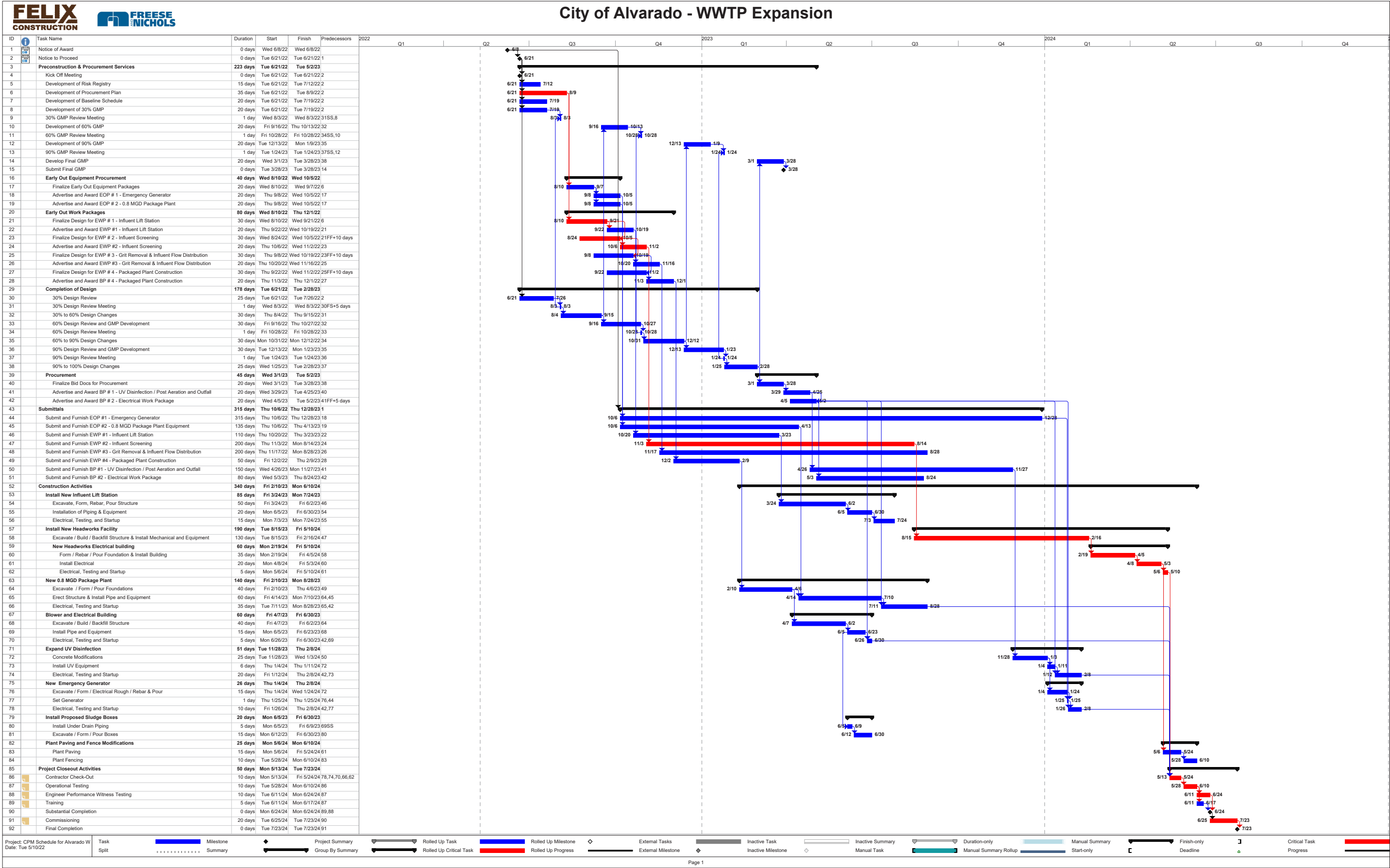
See **FIGURE 3** for Critical Path Schedule on the following page.

E1e. SELF-PERFORMED WORK

Felix can self-perform the majority of work on this project, that includes earthwork, underground pipe, mechanical piping and equipment installation, and structural concrete. We intend to bid on many of the packages, but we understand that a very critical portion of the project’s success is getting other contractors, MBE and SBE participation. Felix will create a Contractor Opportunities Program designed to maximize participation of diverse, qualified contractors and equipment suppliers. Felix will conduct a pre-bid outreach program to provide equal opportunities to all firms to submit a proposal for your Water Treatment Plant Expansion project. We will follow up with emails and postcard reminders prior to the bid opening, reminding firms to submit their price proposal by the specified date and time in a sealed envelope opened by the owner.

This page intentionally left blank.

FIGURE 3: CRITICAL PATH SCHEDULE



This page intentionally left blank.

F. Financial and Performance Information



F1-2a. BONDING REQUIREMENT



Tyler E. Graves
Travelers Bond, Phoenix
(480) 585-8932
20860 N Tatum Blvd
Phoenix, AZ 85050

April 21, 2022

Proposal Form 4
Surety Letter of Intent

Paul DeBuff, City Manager
City of Alvarado
104 W. College
Alvarado, TX 76009

Re: Request For Proposal for the Construction Management at Risk for the Wastewater Treatment Plant Expansion Project

Dear Mr. DeBuff:

Felix Construction Company (the “Proposer”) has submitted its Proposal in response to the Request For Proposals (“RFP”), as amended by Addenda, for the Construction Management at Risk – Wastewater Treatment Plant Expansion (the “Project”) issued by the City of Alvarado, the “Owner”) on March 29, 2022. The RFP states the requirement that the Selected Proposer will enter into the Agreement to provide the Construction Management at Risk Services (the “Services”) as described in the RFP.

The Surety has reviewed both the Proposer’s Proposal and the RFP. The Surety hereby certifies that, if the Proposer is selected as the as the Construction Manager at Risk for the Project and subject to the review and approval of the final terms and conditions of the Agreement, it intends to issue on behalf of the Proposer, as security for the performance of the Proposer’s obligations under the Agreement, a performance, payment and maintenance bond for the benefit of the Owner, as beneficiary, in the event the Proposer is selected for the execution of the Agreement.

This Letter of Intent shall expire 60 days from the date of this Letter of Intent, and it may be extended or renewed by mutual consent of the Proposer and its Surety(s).

Name of Surety(s): Travelers

Name of Designated Signatory: Tyler E. Graves

Title: Account Executive Officer

Signature: 

F2b. INSURANCE REQUIREMENT



Proposal Form 5
Insurance Letter of Intent

Date: 4/21/2022

Paul DeBuff, City Manager City of
Alvarado
104 W. College
Alvarado, TX 76009

Re: Request For Proposals for the Construction Management at Risk – Wastewater Treatment Plant Expansion Project

Dear Mr. DeBuff:

Felix Construction Company (the "Proposer") has submitted its Proposal in response to the Request for Proposals ("RFP"), as amended by Addenda, for the Construction Management at Risk – Wastewater Treatment Plant Expansion Project (the "Project") issued by the City of Alvarado (the "Owner") on March 29, 2022. The RFP states the requirement that the Selected Proposer will enter into the Agreement to provide the Construction Management at Risk Services (the "Services") as described in the RFP.

The Insurance Company has reviewed both the Proposer's Proposal and the RFP, including the proposed insurance requirements. The Insurance Company hereby certifies that, if the Proposer is selected as the Construction Manager at Risk for the Project and for the execution of the Agreement and subject to the review and approval of the final terms and conditions of the Agreement, the Insurance Company hereby certifies that it intends to provide or broker all required insurance identified in the Agreement.

Name of Insurance Broker: Insurica Southwest Services, LLC

Name of Designated Signatory: Carol Trelford

Title: Client Service Executive

Signature: 

Note: This letter of intent may be provided by an insurance company or insurance broker. References to Insurance Company shall be changed to Insurance Broker if provided by an insurance broker.

City of Alvarado, TX
RFP CMAR Services
Wastewater Treatment Plant Expansion

1

East Gateway Center
4646 East Van Buren Street, #200
Phoenix, Arizona 85008
P : 602.273.1625
F : 602.273.0212
W : Insurica.com

F2c-g. OTHER REQUIREMENTS

Proposal Form 6

Financial Resources Data

Proposer Name: Felix Construction Company

Financial Metric (Indicate appropriate years)	2018 or 2019	2019 or 2020	2020 or 2021
A. Operating Revenues	88,708,852	90,605,442	101,255,322
B. Operating Expense (not including Depreciation and Amortization)	3,621,037	3,409,617	4,532,196
C. Depreciation and Amortization	123,637	122,254	122,058
D. Operating Income (A-B-C)	84,964,178	87,073,571	96,601,068
E. Net Income	7,038,124	6,670,221	8,431,311
F. Total Assets	33,672,758	34,074,132	44,386,574
G. Current Assets	27,980,244	28,186,275	38,272,106
H. Total Liabilities	19,483,124	18,613,564	23,949,018
I. Current Liabilities	17,250,812	16,504,399	18,481,707
J. Net Worth (Equity) (F-H)	14,189,634	15,460,568	20,437,556

F2c-g. OTHER REQUIREMENTS

Proposal Form 7

Bank Credit Reference

Please provide the following information for the Proposer. Please sign and date this form.

Bank Reference for Felix Construction Company ("Company")

Name of banking institution or organization: Bank of America

Address: 14636 N Scottsdale Rd, Scottsdale, AZ 85260

Contact Individual: Michael Vanek

Phone: 480-624-0590 Email: michael.vanek@bofa.com

Please indicate Yes or No in the appropriate box by answering the following questions and also respond to the last two questions:

Question	Yes	No
Has your organization or institution extended credit to the Company in the past three years?	X	
Has the Company ever defaulted on a loan with your institution or organization?		X
Has the Company's credit history included any instances of delinquent payments?		X
To your knowledge, has the Company ever filed for bankruptcy or been involved in any bankruptcy proceedings?		X
To your knowledge, have any of the corporate officers of the Company ever been in default on a loan?		X
To your knowledge, has any creditor ever filed any criminal charges against the Company?		X
Please discuss any other questions or issues that may have come out in any financial due diligence evaluation or credit check performed by your institution or organization		
Response: <u>None</u>		
Overall, how would you rank the financial stability or credit worthiness of the Company (e.g., excellent, good, satisfactory, or poor?)		
Response: <u>Excellent</u>		



Signature

Michael Vanek

Printed Name and Title

05/14/2022

Date

F2c-g. OTHER REQUIREMENTS

Proposal Form 8

Financial and Performance Questions

Performance and Financial Questions [Note: N/A is not an acceptable response]
Material Adverse Changes in Financial Position. Within the last three years, describe any material, historical, existing, or anticipated changes in financial position of the Proposer including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures, or divestitures.
Response: NO
Bankruptcy. Has the Proposer ever declared bankruptcy or filed for protection from creditors under state or federal proceedings? If so, state when and describe the impact it would have on the ability to undertake this Project.
Response: NO
Liabilities and/or Potential Liabilities. List and briefly describe any pending or past legal proceedings within the last three years and judgments or any contingent liabilities in which the Proposer or any parents, affiliates, and subsidiaries of the Proposer was or is a party that could adversely affect the Proposer's financial position or ability to undertake this Project.
Response: None
Completion of Contracts. Within the last five years has the Proposer failed to complete any contract or has any contract been terminated due to alleged poor performance, default, or litigation?
Response: No
Violation of Laws. Has the Proposer been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages? If so, describe the circumstances.
Response: NO
Violation of Regulatory Compliance. Has the Proposer been cited for a violation of any federal, state, or local statute or regulation for regulatory environmental compliance? If so, describe the circumstances.
Response: NO
Debarred from Bidding. Has the Proposer been debarred or been under consideration for debarment on public contracts by the federal government or by any governmental entity in Texas or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal and/or grievance process?
Response: NO
Contractor Refusal. Has Proposer ever refused to construct or to provide materials defined in the contract documents for any project?
Response: NO
Proposer Release. Has Proposer been released from a bid or proposal in the past three years?
Response: NO
Litigation. Has Proposer been involved in litigation involving owners for construction projects that have been filed within last five years or that are currently outstanding?
Response: NO
Claims. Provide a summary of significant claims incidences (claim is 3% or more of the contract amount) over the past five years that Proposer has had involving owners for construction projects.
Response: None

F2c-g. OTHER REQUIREMENTS

Proposal Form 10
SENATE BILL 13 VERIFICATION

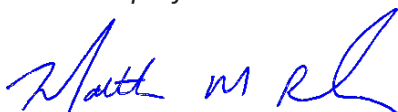
I, Matthew Phillips, the undersigned representative of
(Individual's Name)
Felix Construction Company,
(Business or Company)

hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Government Code Chapter 2274:

1. Does not boycott energy companies; and
2. Will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, and (b) does business with a company described by paragraph (a); and
2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The term does not include a sole proprietorship.



SIGNATURE OF COMPANY REPRESENTATIVE

Matthew Phillips

PRINTED NAME OF COMPANY REPRESENTATIVE

5/14/2022

DATE

F2c-g. OTHER REQUIREMENTS

Proposal Form 11
SENATE BILL 19 VERIFICATION

I, Matthew Phillips, the undersigned representative of

 (Individual's Name)
Felix Construction Company

 (Business or Company)

hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Government Code Chapter 2274:

1. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2774.001, Texas Government Code:

1. *"Discriminate against a firearm entity or firearm trade association" means: (A) with respect to the entity or association to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; and*
2. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The term does not include a sole proprietorship.*

SIGNATURE OF COMPANY REPRESENTATIVE

Matthew Phillips
 PRINTED NAME OF COMPANY REPRESENTATIVE

5/14/2022
 DATE

City of Alvarado, TX
 RFP CMAR Services
 Wastewater Treatment Plant Expansion

1

This page intentionally left blank.

G. Cost Proposal



GI. PROPOSAL FORM 9

Proposal Form 9 COST PROPOSAL

Fees for Services for Construction Manager-At-Risk Wastewater Treatment Plant Expansion Project

- 1.01 To: Paul DeBuff, City Manager
City of Alvarado
104 W. College
Alvarado, TX 76009
- 1.02 The undersigned Proposer proposes to furnish all services, materials and equipment required to perform the Construction Management at Risk Services (the "Services") described in Attachments 1 and Exhibit A and 2 of the RFP for the prices indicated below.
- 1.03 The undersigned declares that it is the Proposer or by holding the position below indicated is authorized to execute this Cost Proposal on behalf of the Proposer and that all representations made on this Cost Proposal are true and correct.
- 1.04 The undersigned acknowledges that the Cost Proposal is based on the Construction Management At Risk Services Agreement and Standard General Conditions of the Construction Contract included in this RFP and as amended by any Addenda during the procurement period.

ARTICLE 2: Fees

[NOTE: Provide all dollar amounts and percentages in written words and numbers.]

- 2.01 Proposer will provide Construction Manager at Risk (CMAR) Services in accordance with the RFP, Construction Management At Risk Services Agreement, Standard General Conditions of the Construction Contract and Contract Documents for the prices shown below and will complete the construction of the Project within the Guaranteed Maximum Price established in a future Amendment.
 - A. Pre-construction Services Fee: The Lump Sum amount of
\$ One hundred twenty thousand one hundred fifty three dollars and zero cents
(\$ 120,153.00).
The lump sum amount stated above in Article 2.01(A) is the maximum amount to be paid to CMAR for the Pre-Construction Services and includes all costs and expenses in accordance with the Contract Documents for Pre-Construction Services.
 - B. Procurement Service Fee: The Lump Sum amount of
\$ Seventy eight thousand one hundred two dollars
(\$ 78,102.00).
The lump sum amount stated above in Article 2.01(B) is the maximum amount to be paid to CMAR for Procurement Services and includes all costs and expenses in accordance with the Contract Documents for Procurement Services.

G1. PROPOSAL FORM 9

- C. Construction Services Fee (CMAR Fee):
Eight percent (8%) percent of Cost of Work.

The percentage stated above in Article 2.01(C) is the maximum amount to be paid to CMAR for the CMAR's construction services fee. CMAR's construction services fee is intended to compensate CMAR for its profit, as well as its indirect overhead costs not compensated through reimbursement for its General Conditions as defined in the Standard General Conditions of the Construction Contract and the Construction Management At Risk Services Agreement.

Matthew Phillips
Name

Vice President
Title


Signature

5/14/2022
Date

H. Resumes



MATTHEW PHILLIPS

PROJECT EXECUTIVE | PRINCIPAL

Matt has experience in the construction industry since 1999 which includes supervision and management of the construction of wastewater, water treatment, underground utilities, site development, mechanical plants, and major street development. He is highly skilled with "hands-on" field work experience as well as operations management.

Relevant Projects from Section 3

- ▶ City of Keller: Alta Vista Pump station
- ▶ City of Goodyear: 157th Avenue WTP
- ▶ City of Sanger: WTP
- ▶ Town of Little Elm: WTP



18 YEARS WITH FELIX

23 YEARS IN INDUSTRY

15 CMAR EXPERIENCE

23 WWTP EXPERIENCE

RELEVANT PROJECT EXPERIENCE

Kingman Downtown Wastewater Treatment Plant

General Superintendent.

Matt served as the Superintendent on this CMAR project for the City of Kingman that involved demolition of a lagoon-style plant and construction of a new headworks, MBR plant, UV disinfection, and odor control structure, and Photovoltaic system on the same location as the old lagoon plant.

Celina Pump Station Improvements

Project Principal

Three (3) new pumps at existing pump station; Replacement of chemical feed system; New electrical building & generator; Various site improvements. Downtown Celina PS: Conversion of existing metal building into a PS w/ two (2) new pumps & piping; Demolition of existing underground clearwell; New chem. feed system & generator; Various site improvements.

Alta Vista BPS Improvements

Project Principal

Expansion of the existing Alta Vista Pump Station. Includes demolition of the existing pump station and construction of the new pump station in the same footprint as the old pump station while ensuring that the City of Keller meets their water demands during construction. Includes purchase and installation of four new horizontal centrifugal pumps, generator, electrical gear and yard piping / civil upgrades.

EDUCATION

Scottsdale Community College

PROFESSIONAL REGISTRATIONS/LICENSES

- ▶ OSHA Construction Safety Training – 10 hour
- ▶ Truck Safety Management
- ▶ OSHA Competent Person (Fall Protection, Confined Space, Excavation & Trenching)

WORK HISTORY

- ▶ 2004 – Present, Felix Construction Company, Principal/General Superintendent
- ▶ 1999 – 2004, CDM Construction, Foreman/ Superintendent



13 YEARS WITH FELIX

15 YEARS IN INDUSTRY

10 CMAR EXPERIENCE

12 WWTP EXPERIENCE

EDUCATION

BS in Construction, Del E. Webb School of Construction, Arizona State University, Tempe, AZ

PROFESSIONAL REGISTRATIONS/LICENSES

- ▶ OSHA 10 hour
- ▶ CPR/First Aid

WORK HISTORY

- ▶ 2011 – Present, Felix Construction Company, Project Manager
- ▶ 2010 – 2011, Kiewit, Project Engineer/Project Superintendent
- ▶ 2007 – 2010, Felix Construction Company, Project Engineer/Intern

RYAN KOONTZ

PRE-CONSTRUCTION MANAGER & SCHEDULER

Ryan has worked in the construction industry since 2007. He has direct experience with the construction of water booster stations, wastewater treatment plants, well equipping, and heavy construction. He possesses both the construction theory provided by formal education and the real world skills provided by hands-on construction work.

Relevant Projects from Section 3

- ▶ City of Keller: Alta Vista Pump station
- ▶ City of Sanger: WTP

RELEVANT PROJECT EXPERIENCE

Bud Ervin Water Treatment Plant

Project Manager

This project included the construction of a 3.5 MG cast-in-place concrete clearwell, installation of a Lower Pressure Plane High Service Pump Station surge control system and new vertical turbine pump, and related piping, valve, electrical, and instrumentation improvements.

Walsh Ranch Pump Station

Project Manager

The major work consisted of installation of a water booster pump station, site piping, electrical service, and instrumentation and controls necessary for remote operation.

Alta Vista Pump Station

Project Manager

Expansion of the existing Alta Vista Pump Station. Included demolition of the existing pump station and construction of the new pump station in the same footprint as the old pump station while ensuring that the City of Keller met their water demands during construction. Included purchasing and installation of four new horizontal centrifugal pumps, generator, electrical gear and yard piping / civil upgrades.

DONALD EASON

CONSTRUCTION PROJECT MANAGER

Donald has over a decade of Water / Wastewater construction project management experience as a general contractor and constructor exclusively in the municipal water industry.

Relevant Projects from Section 3

- ▶ Town of Little Elm: WTP



5 YEARS WITH FELIX

15 YEARS IN INDUSTRY

5 CMAR EXPERIENCE

15 WWTP EXPERIENCE

RELEVANT PROJECT EXPERIENCE

Celina Pump Station Improvements

Project Manager

Celina Road PS: Three (3) new pumps at existing pump station; Replacement of chemical feed system; New electrical building & generator; Various site improvements. Downtown Celina PS: Conversion of existing metal building into a PS w/ two (2) new pumps & piping; Demolition of existing underground clearwell; New chem. feed system & generator; Various site improvements.

Ventana Lift Station

Project Manager

This project for the City of Fort Worth involved Installation of a new lift Station with associated underground piping and manholes, new generator foundation, antenna foundation and paving.

Lone Star Lift Station

Project Manager

Installed a new lift station for the City of Frisco. This project consisted of building a proposed lift station 30 ft deep next to an existing LS. New Structure consisting of 3- 330 HP Submersible pumps, new Electrical building with over-head crane system and a new generator with a foundation along with paving.

EDUCATION

- ▶ BS Industrial Technology, Ohio University
- ▶ Graduate Level Courses, Kent State University

PROFESSIONAL REGISTRATIONS/LICENSES

- ▶ Associate Design Build Professional (DBIA)
- ▶ AutoCAD Essentials
- ▶ Erosion Control Training
- ▶ Notary Public

WORK HISTORY

- ▶ 2017 - Present, Felix Construction Company, Project
- ▶ Manager 2007 - 2017 – Crescent Constructors, Project Manager
- ▶ 2005 - 2007 – K.C. Construction, Superintendent
- ▶ 1997 – 2005 – The Narragansett Group, Assistant Construction Manager



6 YEARS WITH FELIX

15 YEARS IN INDUSTRY

15 CMAR EXPERIENCE

15 WWTP EXPERIENCE

EDUCATION

- ▶ BS in Construction Management, University of North Florida
- ▶ General Studies, Salt Lake City Community College

WORK HISTORY

- ▶ 2016 – Present, Felix Construction Company, Estimator
- ▶ 2015 - 2016 – Archer Western, Estimator
- ▶ 2014 - 2015 – Pepper Lawson, Project Manager/Estimator
- ▶ 2012 – 2014 – Crowder Construction, Estimator
- ▶ 2008 – 2012 – RTD Construction, Project Engineer/Estimator

DEVIN CALL

CHIEF ESTIMATOR

Devin's industry-leading knowledge of all facets of waterworks and heavy civil infrastructure construction and his expertise in Texas regional projects has positioned him strongly to lead estimating teams in the open book cost modeling efforts.

Relevant Projects from Section 3

- ▶ City of Keller: Alta Vista Pump station
- ▶ City of Goodyear: 157th Avenue WTP
- ▶ City of Sanger: WTP
- ▶ Town of Little Elm: WTP

RELEVANT PROJECT EXPERIENCE

Bud Ervin Water Treatment Plant

Estimator

This project included the construction of a 3.5 MG cast-in-place concrete clearwell, installation of a Lower Pressure Plane High Service Pump Station surge control system and new vertical turbine pump, and related piping, valve, electrical, and instrumentation improvements.

Celina Pump Station Improvements

Estimator

Three (3) new pumps at existing pump station; Replacement of chemical feed system; New electrical building & generator; Various site improvements. Downtown Celina PS: Conversion of existing metal building into a PS w/ two (2) new pumps & piping; Demolition of existing underground clearwell; New chem. feed system & generator; Various site improvements.

Alta Vista Pump Station

Estimator

Expansion of the existing Alta Vista Pump Station. Included demolition of the existing pump station and construction of the new pump station in the same footprint as the old pump station while ensuring that the City of Keller met their water demands during construction. Included purchasing and installation of four new horizontal centrifugal pumps, modifications at the Sanger Wastewater Treatment Plant.

LUIS GUTIERREZ SAFETY MANAGER

Luis has worked in construction safety since 2002. He oversees the day-to-day safety of the company's jobsites and safety training.

Relevant Projects from Section 3

- ▶ City of Keller: Alta Vista Pump station
- ▶ City of Goodyear: 157th Avenue WTP
- ▶ City of Sanger: WTP
- ▶ Town of Little Elm: WTP



6 YEARS WITH FELIX

20 YEARS IN INDUSTRY

7 CMAR EXPERIENCE

10 WWTP EXPERIENCE

RELEVANT PROJECT EXPERIENCE

Bud Ervin Water Treatment Plant *Safety Manager*

This project included the construction of a 3.5 MG cast-in-place concrete clearwell, installation of a Lower Pressure Plane High Service Pump Station surge control system and new vertical turbine pump, and related piping, valve, electrical, and instrumentation improvements.

Alta Vista Pump Station *Safety Manager*

Expansion of the existing Alta Vista Pump Station. Included demolition of the existing pump station and construction of the new pump station in the same footprint as the old pump station while ensuring that the City of Keller met their water demands during construction. Included purchasing and installation of four new horizontal centrifugal pumps, modifications at the Sanger Wastewater Treatment Plant.

Robinson Road Pump Station *Safety Manager*

The project consisted of a 13.3 MGD pump station with three horizontal split case pumps and a fourth open stall for expansion of the pump station to 20 MGD. Also included in this project are a generator and screening wall, approximately 650 LF of 30" yard piping, and necessary electrical/site work.

PROFESSIONAL REGISTRATIONS/LICENSES

- ▶ OSHA Training Institute/UCSD (Trench and Excavation Safety, Train the Trainer for Trench & Excavation Safety, OSHA 500, OSHA 510, OSHA 10-hour, OSHA 30-hour)
- ▶ Gateway Community College (OSHA 101, OSHA 106, OSHA 122, OSHA 12, Risk Management 1 & 2 Confined Space, Electrical Safety, Masonry and Concrete)

WORK HISTORY

- ▶ 2016 - Present, Felix Construction Company, Safety Manager
- ▶ 2013-2016 - First Solar, Safety Manager
- ▶ 2010-2013 - Telcom Construction, Safety Officer
- ▶ 2008 - 2010 - McCarthy Building Companies, Safety Coordinator
- ▶ 2007 - 2008 - SCI Construction, Regional Safety Manager



5 YEARS WITH FELIX

30 YEARS IN INDUSTRY

14 CMAR EXPERIENCE

25 WWTP EXPERIENCE

PROFESSIONAL REGISTRATIONS/LICENSES

- ▶ OSHA 10 hour
- ▶ Competent Person Safety Training (Confined Space, Trench/Excavation, Fall Protection)
- ▶ CPR/First Aid

WORK HISTORY

- ▶ 2017 - Present, Felix Construction Company, Superintendent
- ▶ 2016 - 2017 – Pepper Lawason Waterworks, Asst. Superintendent
- ▶ 2012 - 2016 – RM Wright Construction, Superintendent
- ▶ 2011 - 2012 – Reynolds Inc., Superintendent
- ▶ 2009 – 2011 – RM Wright Construction, Superintendent
- ▶ 2007-2009 – Borton LC, Crane Operator
- ▶ 2005 – 2007 – N&S Construction, Superintendent
- ▶ 2004 – 2005 – Satterfield & Pontikes, Superintendent

CATO CARDENAS

SUPERINTENDENT

Cato has more than 25 years of water/wastewater construction project supervision experience as a general contractor and constructor exclusively in the municipal water industry.

Relevant Projects from Section 3

- ▶ City of Keller: Alta Vista Pump station
- ▶ City of Goodyear: 157th Avenue WTP
- ▶ City of Sanger: WTP
- ▶ Town of Little Elm: WTP

RELEVANT PROJECT EXPERIENCE

Bud Ervin Water Treatment Plant

Superintendent

This project included the construction of a 3.5 MG cast-in-place concrete clearwell, installation of a Lower Pressure Plane High Service Pump Station surge control system and new vertical turbine pump, and related piping, valve, electrical, and instrumentation improvements.

Robinson Road Pump Station

Superintendent

The project consisted of a 13.3 MGD pump station with three horizontal split case pumps and a fourth open stall for expansion of the pump station to 20 MGD. Also included in this project are a generator and screening wall, approximately 650 LF of 30" yard piping, and necessary electrical/site work.

Walsh Ranch Pump Station

Superintendent

The major work consisted of installation of a water booster pump station, site piping, electrical service, and instrumentation and controls necessary for remote operation.

ROBERT SKINNER

QUALITY CONTROL MANAGER

Robert has over 25 years of Water / Wastewater construction project supervision experience as a general contractor and constructor exclusively in the municipal water industry.

Relevant Projects from Section 3

- ▶ City of Keller: Alta Vista Pump station
- ▶ City of Sanger: WTP
- ▶ Town of Little Elm: WTP



3 YEARS WITH FELIX

30 YEARS IN INDUSTRY

3 CMAR EXPERIENCE

30 WWTP EXPERIENCE

RELEVANT PROJECT EXPERIENCE

NTMWD Meter Vault Standardization Project

Superintendent

This project included construction of six (6) new meter vaults on existing treated water transmission lines. Construction will include installation of magnetic meters, sleeve valves, flow conditioners and associated appurtenances at each site. These vaults were located at the following NTMWD sites: Allen #2 (Stacy Road PS), Allen #3 (Custer Road PS), McKinney #3 (University PS), Mesquite #1 (Hailey PS), Richardson #3 (Shiloh PS), and Wylie #2 (Nortex PS).

Ventana Lift Station

Superintendent

This project for the City of Fort Worth involved Installation of a new lift Station with associated underground piping and manholes, new generator foundation, antenna foundation and paving.

EF-7

Superintendent

Install new junction box for Trinity River Authority . Project consisted of new structure built around an existing 90" RCCP pipe with new 96" yard piping, extensive bypassing and new 96" yard piping with connections to existing lines.

Lone Star Lift Station

Superintendent

Installed a new lift station for the City of Frisco. This project consisted of building a proposed lift station 30 ft deep next to an existing LS. New Structure consisting of 3- 330 HP Submersible pumps, new Electrical building with over-head crane system and a new generator with a foundation along with paving.

PROFESSIONAL REGISTRATIONS/LICENSES

- ▶ OSHA 10 hour
- ▶ OSHA 30 hour
- ▶ Competent Person Safety Training (Confined Space, Trench/Excavation, Fall Protection)

WORK HISTORY

- ▶ 2019 - Present, Felix Construction Company, Superintendent
- ▶ 2003 - 2019 – Crescent Constructors Inc., Superintendent
- ▶ 2000 - 2003 – Cooper General Contractors Inc., Superintendent
- ▶ 1997 - 2000 – Eagle Contracting Inc., Superintendent Education/ Training



9 YEARS WITH H&H

12 YEARS IN INDUSTRY

8 CMAR EXPERIENCE

12 WWTP EXPERIENCE

EDUCATION

BS in Construction Management,
Arizona State University

PROFESSIONAL REGISTRATIONS/LICENSES

- ▶ OSHA 10 hour
- ▶ OSHA 30 hour

WORK HISTORY

- ▶ 2013 - Present, H&H Electric Contractors, Inc, Vice President
- ▶ 2010 - 2013 – TC Controls, Electrical Estimator

KEVIN CLEMENT

ELECTRICAL ESTIMATOR

Kevin has experience in construction project management, field supervision and estimating since 2013. He possesses both the construction theory provided by formal education and the real-world skills provided by "hands-on" electrical work. He is able to manage all project aspects from the competitive bid stage through conceptual.

Relevant Projects from Section 3

- ▶ City of Keller: Alta Vista Pump station
- ▶ City of Sanger: WTP
- ▶ Town of Little Elm: WTP

RELEVANT PROJECT EXPERIENCE

Ventana Lift Station

Electrical Estimator

This project for the City of Fort Worth involved Installation of a new lift Station with associated underground piping and manholes, new generator foundation, antenna foundation and paving.

EF-7

Electrical Estimator

Install new junction box for Trinity River Authority . Project consisted of new structure built around an existing 90" RCCP pipe with new 96" yard piping, extensive bypassing and new 96" yard piping with connections to existing lines.

Lone Star Lift Station

Electrical Estimator

Installed a new lift station for the City of Frisco. This project consisted of building a proposed lift station 30 ft deep next to an existing LS. New Structure consisting of 3- 330 HP Submersible pumps, new Electrical building with over-head crane system and a new generator with a foundation along with paving.







ADDRESS:

**403 INTERNATIONAL PARKWAY
SUITE 500
RICHARDSON, TEXAS 75081**

PHONE:

469.458.0011

WEBSITE:

FELIXCONSTRUCTION.COM



City of Alvarado
104 W. College Alvarado, TX 76009
817-790-3351 ♦ Fax 817-783-7925 ♦ www.cityofalvarado.org

June 6, 2022

Mathew Phillips
Felix Construction Company
403 International Parkway, Suite 500
Richardson, Texas 75081

Re: Construction Manager at Risk Services
Alvarado WWTP Expansion

The City of Alvarado has completed its evaluation and ranking of the CMAR Proposals for the above referenced project. Felix Construction Company was not selected as the CMAR. We appreciate the time and effort that was expended with the preparation of your Proposal and attending the interview. Thank you to you and your team and wishing you success on all your projects.

Sincerely,

Paul DeBuff
City Manager

cc: Chad Simmons/FNI



1725 Hughes Landing Blvd.
Suite 1200
The Woodlands, TX 77380



Request for Proposals Construction Manager at Risk Services

Proposal Submittal Deadline
05/16/2022 at 3:00PM

City of Alvarado Wastewater Treatment Plant Expansion

**Paul DeBuff, City Manager
City of Alvarado
104 W. College
Alvarado, TX 76009**

TABLE OF CONTENTS

1 COVER LETTER | PROPOSAL TRANSMITTAL

**2 PROPOSER AND TEAM PROFILES
QUALIFICATIONS AND EXPERIENCE**

**3 PROPOSER AND TEAM SIMILAR PROJECTS
QUALIFICATIONS AND EXPERIENCE**

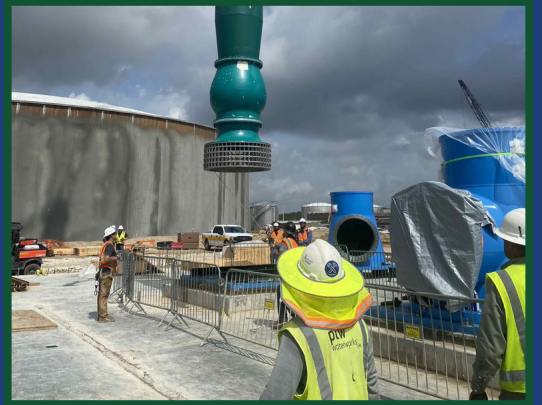
**4 PROJECT ORGANIZATION AND
KEY PERSONNEL**

5 CMAR PROJECT APPROACH

**6 FINANCIAL AND PERFORMANCE
INFORMATION**

7 COST PROPOSAL

8 RESUMES





1

COVER LETTER

PROPOSAL FORM 1

BID BOND

PROPOSAL FORM 2

PROPOSAL FORM 3

PROPOSAL FORM 12

COVER LETTER

May 16, 2022

Paul DeBuff, City Manager
City of Alvarado
 104 W. College
 Alvarado, TX 76009

Dear Mr. DeBuff:



**Pete Bailey at the
Brady Project Ribbon Cutting Ceremony**



**Michal Terlikowski with his team and partner eHT on
their current project during an inspection.**

**PLW Waterworks acknowledges
Addendum 1, dated April 19, 2022.**

**Cover Letter and Proposal Transmittal
Letter**

1. Subject to a two (2) page limit, Proposers are free to submit a cover letter of their choice.
2. Proposal Transmittal Letter (Proposal Form 1) with Bid Bond and Proposal Forms 1, 2 and 12



RE: Wastewater Treatment Plant Expansion

PLW Waterworks, LLC (PLW) is pleased to submit our proposal for the City of Alvarado's Wastewater Treatment Plant Expansion project. We appreciate your thorough consideration of our proposal as you select the most qualified contractor to build this important project.

We understand that the City needs to add wastewater capacity quickly to prepare for the new homes in the area, which necessitates a fast-paced project. Our extensive CMAR experience will help us deliver on this fast-tracked schedule using an innovative alternative delivery method and procurement approach.

We understand that our performance on this project directly affects the community you serve, and we present our team as the best choice to execute the work. We look forward to collaborating with all involved parties and representing your City as we deliver a successful project.

PLW has built the most qualified team to build this project. We understand what it takes to deliver this critical project and have assembled a project team that will deliver. PLW's team resides in the North Texas area and is ready to execute this project on time while maintaining our high standard of quality. Our project team is dedicated to working together for mutual successfully on this project.

PLW has the experience, team, and industry knowledge to deliver for you. We have assembled a team based on competencies and qualifications relating to the work required for this project. PLW recognizes the importance of the personnel identified in the Request for Proposals and commits these resources to your project. Our team is here and ready to perform.

We will be fully engaged with the City as well as Freese and Nichols to advance the critical work necessary to complete the project on time and within budget.

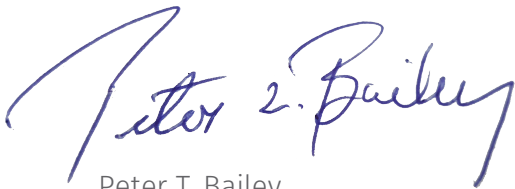
COVER LETTER

AGGRESSIVE APPROACH TO COST AND TIME MANAGEMENT			
Accelerated Procurement Collaborative Integrated Approach <i>City of Alvarado PLW Freese and Nichols</i>	Build on Time Completion 12/31/2023		
	Manage Risk Register Throughout the Project		
Safety is a Priority!	EMR .78	TRIR .86	LTI zero
Targeted and Tailored Early Work Approach			

The key to successfully executing this work is an aggressive approach to cost and time management through early works and innovative procurement strategies. Section 5 describes in detail our project approach. Section 5 describes our overall approach to the work.

We appreciate the opportunity to present our proposal for this project. If you require any additional information or clarification of our submittal, I will be the individual to be contacted directly for any communications. Please see below information and you can contact me directly at (713) 805-8788.

Sincerely,



Peter T. Bailey
 Executive Vice-President
 1725 Hughes Landing Blvd., Suite 1200
 The Woodlands, TX 77380
 pbailey@plwus.com
 (713) 805-8788



Proposal Form 1

City of Alvarado, Texas Proposal Transmittal Letter

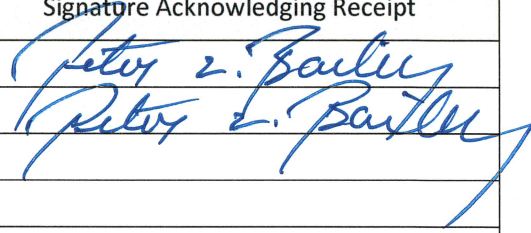
Paul DeBuff, City Manager
City of Alvarado
104 W. College
Alvarado, TX 76009

PLW Waterworks, LLC (the "Proposer") hereby submits its Proposal for the Wastewater Treatment Expansion Project.

Proposer accepts all of the requirements, terms, and conditions of the RFP, including without limitation those dealing with the Bid Bond, required performance, payment and maintenance bonds and insurance. The Proposal will remain subject to acceptance for sixty (60) days after the opening of Proposals.

In submitting this Proposal, Proposer certifies, represents and warrants, that:

- A. The submittal of the Proposal has been duly authorized by, and in all respects binding upon, the Proposer.
- B. The undersigned declares that it is the Proposer or by holding the position below indicated is authorized to execute this Proposal Transmittal Letter on behalf of the Proposer and that all representations made on this form are true and accurate.
- C. Proposer has examined, carefully studied and understands and agrees to be bound by the requirements of the RFP, the other related information identified in the RFP, and the following Addenda, receipt of all of which is hereby acknowledged:

Addendum No.	Addendum Date	Signature Acknowledging Receipt
1	April 19, 2022	

- D. All information and statements contained in the Proposal are current, correct and complete and are made with full knowledge that the Owner will rely on such information and statements in evaluating the Proposal.
- E. The submission of this Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of the RFP and Addenda without exception.

- F. Proposer acknowledges that it is aware and understands the requirements of Chapter 176 of the Texas Local Government Code and Proposer is solely responsible for complying with such requirements.
- G. Proposer acknowledges that it is aware and understands the requirements of Chapter 2271 of the Texas Government Code and hereby verifies that it does not Boycott Israel and will not Boycott Israel (as that term is defined in Texas Government Code Section 808.001(1) during the term of the Agreement.
- H. Proposer verifies that it does not Boycott energy companies and will not Boycott energy companies (as those terms are defined in Texas Government Code Section 809.001) during the term of the Agreement.
- I. Proposer verifies that it does not discriminate against firearm trade associations or the ammunition industry (as those terms are defined in Texas Government Code Section 2274.001) during the term of the Agreement.
- J. Proposer certifies that it is not included on the website of the Texas Comptroller for entities doing business with foreign terrorist organizations pursuant to Chapter 2252, Texas Government Code.
- K. Texas Ethics Commission regulations require that the business entity must fill out Form 1295 on an electronic filing application on the Texas Ethics Commission website (www.ethics.state.tx.us). The business entity that wishes to enter into the contract must supply the completed, signed, and notarized Form 1295 to the City. The Proposer acknowledges that if selected, it will supply the completed, signed, and notarized Form 1295 to the City.
- L. Proposer acknowledges that it is not aware of any existing or known future material adverse condition or change(s) in its financial position that would detrimentally impact its ability to provide the Construction Manager-At-Risk Services for this Project.
- M. The Surety identified on Proposal Form 4 is authorized by law to do business in the State of Texas pursuant to a current certificate of authority to transact surety business and the Surety is listed in the Department of Treasury's Circular 570 and has an A.M. Best Company Rating of A-VIII or better.
- N. The insurance company identified on Proposal Form 5 is duly licensed or authorized in the jurisdiction in which the Project is located to issue policies for the limits and coverages so required and has an A.M. Best Company Rating of A-VIII or better.
- O. Proposer is familiar with and is satisfied as to all federal, state and local Laws and regulations that may affect furnishing the Services.
- P. Proposer has given Point of Contact written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the RFP and the written resolution thereof by Owner is acceptable to Proposer.

- Q. If selected, Proposer will submit written evidence of its authority to do business in Texas not later than the date of its execution of the Agreement.
- R. Proposer further represents that this Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity 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 individual or entity to refrain from making a Proposal; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over Owner.

The following documents are included as the Proposal and all attachments thereto are made a condition of the Proposal:

- A. Proposal meeting the requirements of Section 3 Proposal Submittal Requirements
- Section 1 Cover Letter and Proposal Form 1 and attachments including **Bid Bond**, Proposal Form 2, Proposal Form 3 and Proposal Form 12
 - Section 2 Proposer and Team Profiles-Corporate Qualifications and Experience
 - Section 3 Proposer and Team Similar Projects-Qualifications and Experience
 - Section 4 Project Organization and Key Personnel
 - Section 5 CMAR Project Approach
 - Section 6 Financial and Performance Information Proposal Forms 4,5,6,7, 8,10 and 11.
 - Section 7 Cost Proposal - Proposal Form 9
 - Section 8 Resumes
- B. In lieu of Proposer's covenant in item Q above, evidence of Proposer's authority to do business in the State of Texas as an attachment to Proposal Form 1.

The principal contact person who will serve as the interface between the Owner and the Proposer for all communications during the procurement period is:

Name: **Peter Bailey**

Title: **Executive Vice-President**

Address: **1725 Hughes Landing Blvd., Suite 1200**

Telephone: **713.805.8788**

Email: **pbailey@plwus.com**

The terms used in this letter have the meanings indicated in the RFP, the Agreement and General Conditions. The significance of terms with initial capital letters is described in the RFP, the Agreement and General Conditions.

Proposer agrees that venue shall lie exclusively in Johnson County, Texas for any legal action.

This Proposal is submitted by:

If Proposer is an Individual:

Name: **n/a**
(Typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

If Proposer is a Partnership

Partnership Name: **n/a**
(Typed or printed)

Name of General Partner: _____
(Typed or printed)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Doing business as: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

If Proposer is a corporation

Corporation Name: **PLW Waterworks, LLC**
(Typed or printed)

State of Incorporation: **Texas**

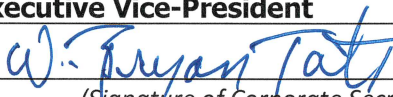
Type: **Limited Liability**
(General Business, Professional, Service, Limited Liability)

Date of Qualification to do business in Texas
is: **1993**

By: 
(Signature -- attach evidence of authority to sign)

Name: **Peter Bailey**
(Typed or printed)

Title: **Executive Vice-President**

Attest: 
(Signature of Corporate Secretary) **Bryan Tate**

Business address: **1725 Hughes Landing Blvd., Suite 1200**
The Woodlands, TX

Phone: **713.805.8788** E-mail: **pbailey@plwus.com**

Proposal submitted on the following date: **May 16, 2022**

If Proposer is a Joint Venture

Each Joint Venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated below.

Joint Venturer 1 Name: n/a
(Typed or printed)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(Typed or printed)

Title: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

Joint Venturer 2 Name: _____
(Typed or printed)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name: _____
(Typed or printed)

Title: _____

Business address: _____

Phone: _____ E-mail: _____

Proposal submitted on the following date: _____

Joint Venture's Contact for receipt of official communications:

Name: _____
(Typed or printed)

Business address: _____

Phone: _____

E-mail: _____

AFFIDAVITS

One of the following four affidavits shall be executed and provided with this form.

Affidavit for Individual

State n/a) §

County of _____) §

_____, being duly sworn deposes and says
(Name)

that they are _____ of the
(Title)

_____. Company submitting the foregoing form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations.

(Signature)

Signed and sworn to me before this _____ day of _____, 20____.

(Notary Public)

My commission expires:

Affidavit for Corporation

State Texas) §

County of Montgomery) §

Peter Bailey, being duly sworn deposes and says that they are **Executive Vice-President**
of the
(Name) (Title)

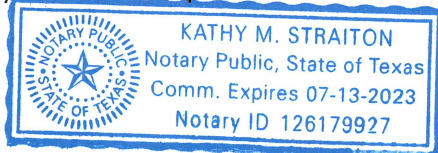
Corporation submitting the foregoing form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations; and that they are authorized to make this affidavit on behalf of the Corporation.

Peter C. Bailey
(Signature)

Signed and sworn to me before this 16th day of May, 20 22.

Kathy M. Straiton
(Notary Public)

My commission expires:



Affidavit for Partnership

State n/a) §

County of _____) §

_____, being duly sworn deposes and says
(Name)

that they are _____ of the
(Title)

_____. Company submitting the foregoing form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations; and that they are authorized to make this affidavit on behalf of the Partnership.

(Signature)

Signed and sworn to me before this _____ day of _____, 20__.

(Notary Public)

My commission expires:

Affidavit for Joint Venture/Joint Venture Statement

We the undersigned do hereby give notice to our agreement to propose as a joint venture on the Project and by submitting the foregoing form and related information; have read such documents; and that such documents are true and correct and contain no material misrepresentations.

(Name of Joint Venture)

n/a

(Name of Firm)

(Signature)

Signed and sworn to me before this _____ day of _____, 20____.

(Notary Public)

My commission expires:

(Name of Firm)

(Signature)

Signed and sworn to me before this _____ day of _____, 20____.

(Notary Public)

My commission expires:

Form 424 Secretary of State P.O. Box 13697 Austin, TX 78711-3697 FAX: 512/463-5709 Filing Fee: See instructions	 Certificate of Amendment	Filed in the Office of the Secretary of State of Texas Filing #: 801399128 10/03/2017 Document #: 764563430003 Image Generated Electronically for Web Filing
--	--	---

Entity Information

The filing entity is a: **Domestic Limited Liability Company (LLC)**

The name of the filing entity is: **Pepper-Lawson Waterworks, LLC**

The file number issued to the filing entity by the secretary of state is: **801399128**

Amendment to Name

The amendment changes the formation document of the filing entity to change the article or provision that names the entity. The article or provision is amended to read as follows:

The name of the filing entity is:

PLW Waterworks, LLC

A letter of consent, if applicable, is attached.

Statement of Approval

The amendment has been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing

- ☒ A. This document becomes effective when the document is filed by the secretary of state.
- ☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and declares under penalty of perjury that the undersigned is authorized under the Texas Business Organizations Code to execute the filing instrument.

Date: <u>October 3, 2017</u>	<u>Mario Menendez</u>
	Signature of authorized person

FILING OFFICE COPY

CERTIFICATE OF FORMATION

OF

PEPPER-LAWSON WATERWORKS, LLC

FILED
In the Office of the
Secretary of State of Texas

MAR 17 2011

Corporations Section

Pepper-Lawson Waterworks, LLC adopts the following Certificate of Formation for a limited liability company under the Texas Limited Liability Company Act of the Texas Business Organizations Code ("TBOC"):

ARTICLE 1
NAME

The name of the limited liability company referred to in this Certificate as the "Company," is Pepper-Lawson Waterworks, LLC.

ARTICLE 2
DURATION

The period of duration of the Company is perpetual.

ARTICLE 3
PURPOSE

The purpose for which the Company is organized is to transact any or all lawful business for which limited liability companies may be organized under the TBOC.

ARTICLE 4
INITIAL REGISTERED AGENT AND OFFICE

The address of the Company's initial registered office is Paul Lawson, 4555 Katy Hockley Cut Off Road, Katy, Texas 77493. The Company's initial registered agent at that address is Paul Lawson.

ARTICLE 5
MANAGEMENT

The Company will have five (5) managers. The name and address of the initial managers, who shall serve as managers until the first annual meeting of members or until their successor(s) have been elected and qualified, are: Atul Raj, 4555 Katy Hockley Cut Off Road, Katy, Texas 77493; Paul Lawson, 4555 Katy Hockley Cut Off Road, Katy, Texas 77493; and J. David Pepper, 411 Lake Zurich Road, Barrington, Illinois 60010; Thomas M. O'Leary, 411 Lake Zurich Road, Barrington, Illinois 60010, and Richard S. Pepper, 411 Lake Zurich Road, Barrington, Illinois 60010.

RECEIVED
MAR 17 2011
Secretary of State

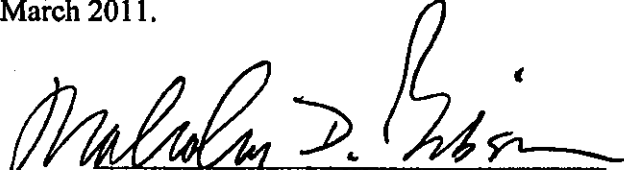
ARTICLE 6
ORGANIZER

The Company's organizer is Malcolm D. Gibson, 5120 Woodway Drive, Suite 8002, Houston, Texas 77056.

ARTICLE 7
COMPANY AGREEMENT

The power to adopt, alter, amend, or repeal the Company Agreement of the Company, including the initial Company Agreement, is vested entirely in the managers listed in Article 5.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on behalf of the Company on this 17th day of March 2011.


Malcolm D. Gibson



Office of the Secretary of State

CERTIFICATE OF FILING OF

PLW Waterworks, LLC
801399128

[formerly: Pepper-Lawson Waterworks, LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Amendment for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

Dated: 10/03/2017

Effective: 10/03/2017



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos
Secretary of State

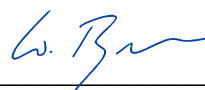
SECRETARY'S CERTIFICATE
PLW WATERWORKS, LLC

March 9, 2022

This Secretary's Certificate of PLW Waterworks, LLC, a Texas limited liability company (the "Company"), is provided to whom it may concern. The undersigned, being the duly appointed Secretary of the Company, hereby certifies as follows:

1. The following persons are the elected Managers of the Company:
 - a. Jose Carlos Esteban
 - b. Julio Llorente
 - c. Pablo Riesco
 - d. Curtis Van Cleave
2. The Following person are elected Officers of the Company:
 - a. Emilio Lopez Pacetti (President)
 - b. Matt Little (Chief Financial Officer)
 - c. W. Bryan Tate (Secretary)
3. In his capacity of President, Emilio Lopez Pacetti may sign bids and related contract documents on behalf of the company.
4. The following additional person has been delegated specific authority to sign bids and related contract documents on behalf of the Company:
 - a. Peter Bailey, Executive Vice President, by delegation dated March 9, 2022.
5. All previous delegations of authority to Chris Smith, former Vice President of Operations are hereby revoked.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first set forth above.



W. Bryan Tate, Corporate Secretary

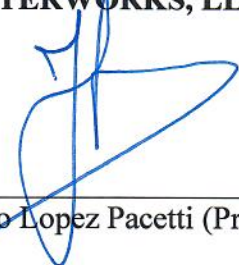
March 9, 2022

To Whom It May Concern:

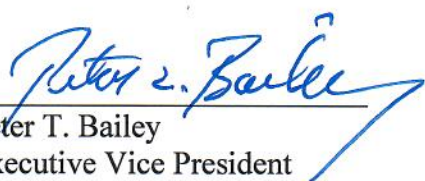
Please be advised that by means of this letter, I hereby delegate specific authority to Mr. Peter Bailey on the following terms and conditions:

1. In accordance and subject to all applicable policies and procedures, Mr. Peter Bailey may sign bids and related contract documents on behalf of PLW Waterworks, LLC.
2. The effective date of this delegation is March 9, 2022 and continues until revoked in writing.
3. The authority delegated herein is not subject to sub-delegation without prior, written consent.

PLW WATERWORKS, LLC

By: 
Emilio Lopez Pacetti (President)

Acknowledged and agreed:

By: 
Peter T. Bailey
Executive Vice President

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 765398-Liberty-22-008

Bid Bond

CONTRACTOR:

(Name, legal status and address)

PLW Waterworks, LLC

1725 Hughes Landing Blvd., Suite 1200

The Woodlands, TX 77380

OWNER:

(Name, legal status and address)

City of Alvarado

104 W. College

Alvarado, TX 76009

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street

Boston, MA 02116

State of Inc: Massachusetts

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$805,000.00 (Five Percent of percent of the Owner's budget of \$16.1 million)

PROJECT:

(Name, location or address, and Project number, if any)

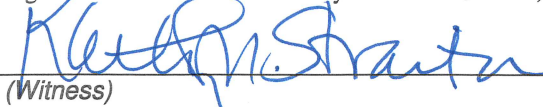
Wastewater Treatment Plant Expansion

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

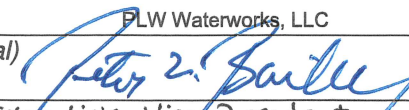
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of May, 2022

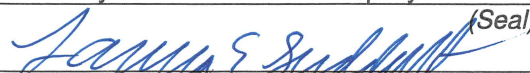

(Witness)


(Witness) Tannis Mattson, Witness

PLW Waterworks, LLC
(Principal)  (Seal)

(Title) Executive Vice President

Liberty Mutual Insurance Company

(Surety)  (Seal)

(Title) Laura E. Sudduth, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Laura E. Sudduth

all of the city of Houston, state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Liberty Mutual Surety
Attention: LMS Claims
PO Box 34526
Seattle, WA 98124
Phone: (206) 473-6210
Fax: (866) 548-6873
Email: HOSCL@libertymutual.com
www.LibertyMutualSuretyClaims.com

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-866-600-0461

You may also write to:

Liberty Mutual Surety Claims
PO Box 34526
Seattle, WA 98124

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 the Texas Department of Insurance
Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-252-3439. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

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

NP 70 68 09 01

LMS-15292 10/15

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-866-600-0461

Usted tambien puede escribir a:

Liberty Mutual Surety Claims
PO Box 34526
Seattle, WA 98124

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 Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
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 primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



Proposal Form 2
Vendor Compliance to State Law

Chapter 2252 of the Texas Government Code applies to the award of government contract to non-resident bidders. This law provides that:

"a government entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lower 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

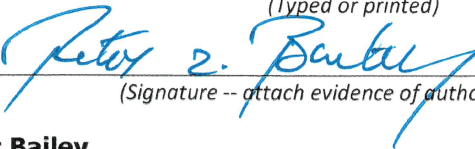
"Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Check the statement that is correct for Bidder.

- ☐ Non-resident bidders in _____ (give state), our principal place of business, are required to be _____ percent lower than resident bidders by State law. A copy of the statute is attached.
- ☐ Non-resident bidders in _____ (give state), our principal place of business, are not required to under bid resident bidders.
- ☒ Our principal place of business or corporate offices are in the State of Texas.

Bidder:

Company Name: **PLW Waterworks, LLC**
(Typed or printed)

By: 
(Signature -- attach evidence of authority to sign)

Name: **Peter Bailey**
(Typed or printed)

Title: **Executive Vice-President**
(Signature of Corporate Secretary)

Business address: **1725 Hughes Landing Blvd., Suite 1200**
The Woodlands, Texas

Phone: **281.907.8600** E-mail: **pbailey@plwus.com**

City of Alvarado, TX
RFP CMAR Services
Wastewater Treatment Plant Expansion

1

Proposal Form 3 Conflict of Interest Questionnaire- Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY 	
1 Name of vendor who has a business relationship with local governmental entity. PLW Waterworks, LLC	☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)	
3 Name of local government officer about whom the information is being disclosed. n/a Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. n/a A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. n/a		
☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity Peter Bailey, Executive Vice President May 16, 2022 Date		



2

PROPOSER AND TEAM PROFILES CORPORATE QUALIFICATIONS AND EXPERIENCE

PROPOSER AND TEAM PROFILES

QUALIFICATIONS AND EXPERIENCE

a) Proposer shall provide information as to the history of the Proposer, ownership, organization, and other background information...

+ No matter the size or scope, each project is planned and executed with the **Owner's interests** at heart.

PLW Waterworks (PLW), formerly Pepper-Lawson Waterworks, is an innovative waterworks infrastructure general contractor and construction management company based in Texas serving municipalities, water districts and water authorities across the state since 1993. PLW Waterworks specializes in the construction of water facilities and has constructed over \$1.3 billion - from water treatment, wastewater and desalination plants to pump stations and piping systems.

PLW is organized as a limited liability company and is a subsidiary of Webber LLC. PLW has professional staff of 115 and a non-professional presence of over 250, offering a unique comprehensive group of resources for projects from grassroots to intricate renovations. We have the flexibility to perform on all scales with contracts ranging from the thousands of dollars to over \$200 million, performing under Design/Bid/Build, CSP, CMAR, and Design-Build delivery methods.

We are Texas-based with our home office in The Woodlands and satellite offices in San Antonio and Dallas.

+ HISTORY:

1983 – Jordan & Nobles Construction, Inc | General Contractor

1986 - Lawson Construction, Inc| General Contractor

1988 – Pepper Lawson Construction, Inc. | Partnership with Pepper Construction

Officially Started the Waterworks Division in 1993

1998 – Pepper Lawson Construction, L.P. | Reclassified as a limited partnership with Pepper Construction

2011 – Pepper Lawson Waterworks, L.P. | Waterworks Division was formally organized

2016 – Pepper Lawson Waterworks, LLC a division of Webber, LLC | Acquired by Webber, LLC/Cadagua

2017 to current – PLW Waterworks, LLC | Renamed and organized as a limited liability company

The PLW partnership combines the vast **local experience** of PLW, the **resources** of Webber and the **technical expertise** of Cadagua.



PROPOSER AND TEAM PROFILES QUALIFICATIONS AND EXPERIENCE

When PLW joined the Webber family of companies, we combined unparalleled financial backing with the experienced, flexible, and resourceful company that has served clients throughout Texas for decades.

+ THIS STRENGTH IS SHOWN THROUGH:

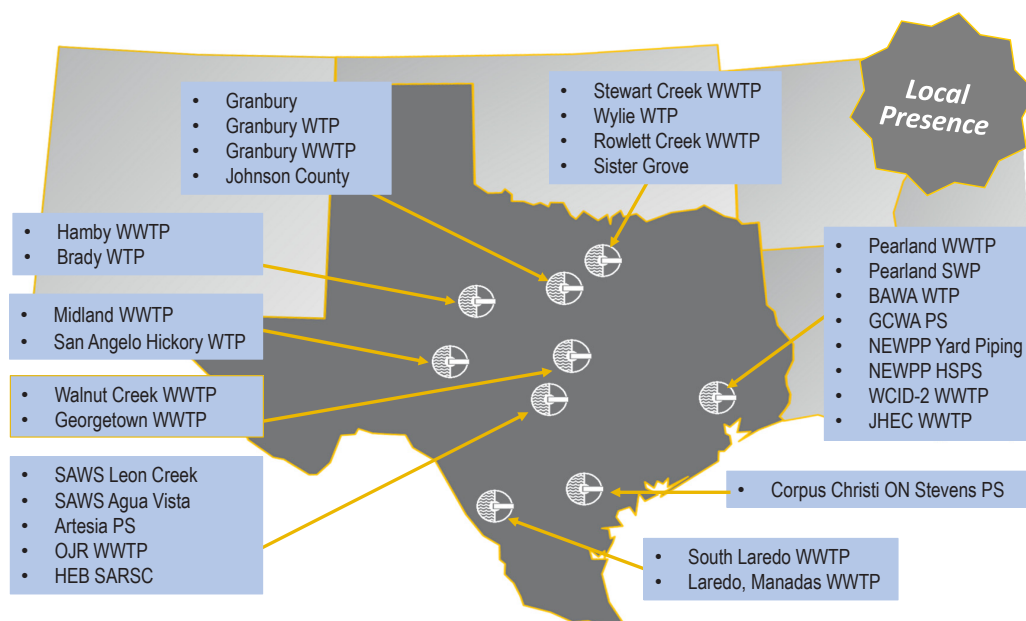
- » PLW as part of Webber/Ferrovia has current assets of \$766 million and cash on hand of \$527 million, providing tremendous liquidity and flexibility to meet financial commitments
- » PLW maintains a net positive cash position and zero debt.
- » PLW and its parent companies have a North American bonding capacity of \$6 billion.

+ ANNUAL GROSS REVENUE FOR PAST 5 YEARS

2021:	2020:	2019:	2018:	2017:
\$221M	\$210M	\$165M	\$137M	\$123M

+ WEALTH OF RELEVANT EXPERIENCE

We have also delivered a significant amount of work on large facilities for major municipalities such as the City of Houston, San Antonio Water System, the City of Pearland, the City of Abilene, the City of Granbury, and the City of Austin. These projects have involved considerable work delivered on existing infrastructure while meeting the quality demands of our clients and maintaining plant operations throughout construction.



We have been chosen on multiple CMAR projects with the City of Abilene, the City of Pearland, and the City of Granbury. Repeat business in a collaborative delivery environment is only possible if we deliver on our promises.

PLW defines success through the eyes of our clients and their customers. We believe collaboration is the key to successful project execution. Only when all stakeholders are aligned on project goals can success be achieved. We work to earn your trust at every stage of a project and deliver in such a way that you will not hesitate to consider us for future projects.

Our history of success tells the story better than our own narratives ever could.

PROPOSER AND TEAM PROFILES

QUALIFICATIONS AND EXPERIENCE

b) Provide the names of any CMAR Team Members. Provide brief summary information as to its history.....

c) Provide a description of the firm's approach to project safety and demonstrated safety record through safety metrics (EMR, TRIR, etc) for the past 5 years.

b) PLW is not partnering with any CMAR team members.

+ Safety Approach

PLW prepares a Project-Specific Safety Plan for our projects prior to the Notice to Proceed date to evaluate and mitigate safety hazards that are identified before the start of the project. This is drafted by the Project Superintendent, Project Manager, and Safety Manager and completed by the entire project team. The Project-Specific Safety Plan is a living document that is updated as needed at regular intervals. Implementation of the plan is the responsibility of the Project Superintendent with the assistance of PLW's Corporate Safety Manager, Justin Teague. The execution of the plan follows PLW's Safety Manual. PLW requires all subcontractors to adhere to our Project-Specific Safety Plan in addition to their own Project-Specific Safety Plan. It will remain onsite at all times, and a copy of the plan will be provided to the owner upon request. The Safety Plan will also incorporate any site specific owner-related safety procedures.

PLW maintains a traveling classroom with certified instructors

that visit sites and provide worker training such as OSHA 10 hour, fall protection, excavation, Certified First Aid.

Safety practices include generating Jobsite Hazard Analysis by foreman and reviewing with the crews at the beginning of each day. Site wide weekly safety meeting are held to discuss various safety topics.

PLW's safety manager will make frequent visits to the site to assist the project teams. A member of the site staff will be designated as the site safety liaison. All members of the PLW team are responsible for safety and are empowered to shut down the work if an unsafe act occurs. All Personal Protective Equipment (PPE) is required to be worn at all times. PLW has the company logo on hardhats and safety vests to easily identify our employees.

Crews on the project will complete a daily Task Hazard Analysis (THA) to assist in recognizing hazards and finding the best ways to mitigate risks and prevent accidents and injuries. In the event of an accident,

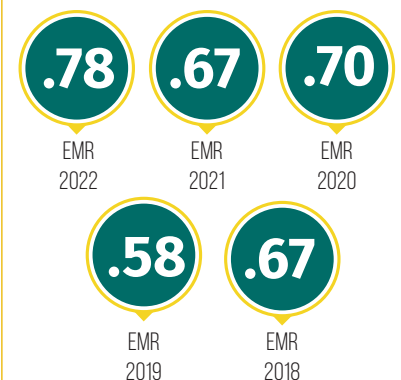
a root cause analysis will be completed to find the actual cause of the accident and determine ways to prevent a re-occurrence. The project will then have an accident review meeting to discuss the findings. This information is then shared company-wide with all the other job sites.

PLW has weekly tool box safety meetings on construction and safety culture-related topics. Additionally, all PLW employees participate in a weekly onsite training program with a different topic each week. New hires will be given an onsite orientation as well as a pre-employment drug test and all PLW employees participate in a random drug testing program.

The Project Manager, Superintendent, and Safety Manager complete safety inspections using the best in class safety software platform from Predictive Solutions to monitor real-time safety metrics on their projects. The safety inspections will also include subcontractors that are actively working onsite.

+ Safety Program Key Elements

- » Employee Accountability
- » Commitment and Leadership from All Levels
- » Accident Investigation
- » Zero Tolerance Drug and Alcohol Program
- » Emergency, Crisis, and Disaster Planning
- » OSHA Training
- » Employee Safety Education and Training
- » Subcontractor Safety
- » Risk Assessment by Leading and Lagging Indicators
- » Program Monitoring and Improvement
- » In-Depth Inspection Lists



3

PROPOSER AND TEAM SIMILAR PROJECTS - QUALIFICATIONS AND EXPERIENCE

PROPOSER AND TEAM SIMILAR PROJECTS -QUALIFICATIONS AND EXPERIENCE

+ Similar Projects

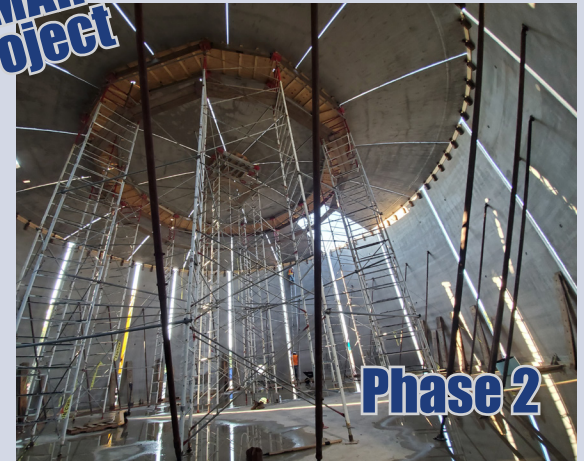
Granbury Water Treatment Plant

PLW's Role:	CMAR
Percentage of Work Self-Performed:	30%
Contract Cost:	\$11,800,000
Construction Cost:	\$11,800,000
Notice to Proceed (NTP) Date:	4/11/2019
Contract Substantial Completion Date:	9/5/2020
Actual Substantial Completion Date:	9/5/2020
Contract Final Completion Date:	10/7/2020
Actual Final Completion Date:	10/7/2020
Total Construction Time:	545 Calendar Days
Schedule/Cost Delivery:	The project was delivered on time and within budget. As this was a CMAR delivery project, there were no change orders. Once the Guaranteed Maximum Price (GMP) was agreed upon, the budget was set and adhered to.
Change Orders:	
Owner Contact:	Rick Crownover - (817) 573-7030 - rcrownover@granbury.org

1. Proposer shall provide information indicated below for four (4) Similar Projects that meet the Similar Project requirements.

2. It is up to the Proposer to provide the four Similar Projects that best meet the requirements and best demonstrates the experience and qualifications of the Proposers and its CMAR Team Members.

CMAR Project



This project represents Phase II of the Water Treatment Plant Improvements effort for the City of Granbury. This project increased the capacity of the plant from 3.5MGD to 5.0MGD. The scope included adding a module for the raw water pump station, a new sedimentation basin train, adding a vertical turbine transfer pump, adding a new MF train, two RO trains, a new 1MG ground storage tank and adding a new HSPS vertical turbine.



PROPOSER AND TEAM SIMILAR PROJECTS -QUALIFICATIONS AND EXPERIENCE

+ Similar Projects

Granbury Wastewater Treatment Plant

PLW's Role:	CMAR
Percentage of Work Self-Performed:	pending
Contract Cost:	\$27,000,000
Construction Cost:	\$27,000,000
Notice to Proceed (NTP) Date:	7/29/2020
Contract Substantial Completion Date:	11/26/2022
Actual Substantial Completion Date:	pending
Contract Final Completion Date:	2/24/2023
Actual Final Completion Date:	pending
Total Construction Time:	940 Calendar Days (projected)
Schedule/Cost Delivery:	The project is on track to be delivered on time and within budget. As this was a CMAR delivery project, there will be no change orders. Once the Guaranteed Maximum Price (GMP) was agreed upon, the budget was set and will be adhered to.
Change Orders:	
Owner Contact:	Rick Crownover - (817) 573-7030 - rcrownover@granbury.org

CMAR Project



The scope of this project upgrades the existing wastewater system, which consists of upgrades to the existing 2.0 million gallons per day (MGD) South Wastewater Treatment Plant (WWTP) as well as construction of a new 1.0 MGD East WWTP and rehabilitation/improvements of existing collection systems, located in the City of Granbury. The existing South WWTP facility will be upgraded with new equipment and treatment technologies, centered around the use of Biological Nutrient Removal (BNR) and Membrane Bioreactor (MBR) processes. A new East satellite WWTP will be built along Old Granbury Road. To support the implementation of the new East WWTP, several portions of the City's existing collection system will need to be rehabilitated and modified to direct flow to the new WWTP.



PROPOSER AND TEAM SIMILAR PROJECTS -QUALIFICATIONS AND EXPERIENCE

+ Similar Projects

Rowlett Creek Regional MBR Project

PLW's Role:	General Contractor
Percentage of Work Self-Performed:	30%
Contract Cost:	\$46,487,500
Construction Cost:	\$49,722,179
Notice to Proceed (NTP) Date:	3/17/2017
Contract Substantial Completion Date:	3/15/2022
Actual Substantial Completion Date:	pending
Contract Final Completion Date:	5/14/2022
Actual Final Completion Date:	pending
Total Construction Time:	1095 Calendar Days
Schedule/Cost Delivery:	The project was delivered on time and within budget.
Owner Contact:	Jason Pittsinger - (214) 315-5321 - jpittsinger@ntmwd.com
Change Orders:	34 change orders for a total addition of \$3,243,695.02. The change orders issued were mainly to correct design deficiency or incorrect scope from pre-selected equipment packages. We had to add additional Fire alarm systems, a new water fire loop, additional paving, as well as correct SCADA and some process equipment from pre-selected vendors.



The scope of work provided modifications and improvements to the existing RWWTP. This included new headworks, grit facility, main flow splitter structure, wet weather pump station, MBR facility, UV facility, and post aeration facility. It also included relocating two mechanical screens and waster/compactors from existing headworks.



The major change orders included:

- MBR/Permeate pumps modifications: \$188,561.03 (Design was incorrect and a change of impellers was necessary)
- Fire Alarm system: \$106,397.09 (Change order to meet code requirements of fire alarm)
- Fire line: \$590,391.81 (Change order to meet the code requirement of fire protection in MBR)
- Fire line revision: \$223,596.50 (Change order addressing issues in the original fire line design)

PROPOSER AND TEAM SIMILAR PROJECTS -QUALIFICATIONS AND EXPERIENCE

**CMAR
Project**

+ Similar Projects

Pearland Surface Water Plant

PLW's Role:	CMAR
Percentage of Work Self-Performed:	in progress
Contract Cost:	\$135,000,000
Construction Cost:	\$135,000,000
Notice to Proceed (NTP) Date:	8/28/2019
Contract Substantial Completion Date:	6/30/2023
Actual Substantial Completion Date:	pending
Contract Final Completion Date:	6/30/2023
Actual Final Completion Date:	pending
Total Construction Time:	1402 Calendar Days (projected)
Schedule/Cost Delivery:	The project is on track to be delivered on time and within budget. As this was a CMAR delivery project, there were no change orders. Once the Guaranteed Maximum Price (GMP) was agreed upon, the budget was set and adhered to.
Change Orders:	
Owner Contact:	Skipper Jones - (281) 652-1748 - sjones@pearlandtx.gov



PLW is currently serving as Construction Manager at-risk for the City of Pearland on a grassroots surface water treatment plant. PLW was chosen after successfully constructing the City's Reflection Bay Water Reclamation Facility. The project involves the construction of a new 10 MGD treatment plant with transmission lines and improvements to two offsite water treatment plants. It includes room for future expansion to reach a total capacity of 20 MGD on the plant. The project will expand the capacity of the City's waterworks infrastructure to respond to an increase in population and reduce the City's reliance on groundwater. Three firms are involved in the design of one of the plants as well as Ardurra, the owner's rep. This has necessitated a concentrated coordination effort as all firms must be kept abreast of changes and developments. The site has space constraints that present challenges for crews as multiple bid packages must be coordinated to allow for adequate space and sequencing.



PROPOSER AND TEAM SIMILAR PROJECTS - QUALIFICATIONS AND EXPERIENCE

3. Subject to a two (2) page limit provide a description of Proposer's CMAR experience in providing preconstruction and construction services. Water and wastewater CMAR experience is preferred.

Over the past five years, PLW has delivered over \$500M in alternative delivery projects in the state of Texas. From this experience, we have built a wealth of institutional knowledge and refined our approach to collaborative delivery.

Our approach focuses on the use of early work packages to take control of the schedule and budget as soon as possible. A tailored early work effort can be beneficial to the project and client without adding undue risk to the budget or schedule. A targeted early work approach that concentrates on well-defined scope areas gives the project an advantage and mitigates a variety of risks. It provides a head start in specific, helpful ways:

Gathering Information

Site access provides valuable insight regarding access, layout, existing structures, operations, site layout, and site grading. But the information we can glean from working onsite early in the project can prove invaluable in informing our design and construction efforts. The story of the project isn't told in drawings, but rather by observing, understanding, and working within the site itself.

Engaging Early with Local Subcontractors

Packages should be developed around market conditions, taking into consideration complexity and budgets to stimulate package interest. The refinement of packages will be done through the engagement of the community. Through this engagement, constructability and value-added concepts will be vetted via collaboration between all parties. Constructability and value engineering discussions can take place only once we have established a presence onsite.

Completing Well-defined Scopes of Work

One of our core philosophies in construction is to work in as many places as possible throughout a project. Knowing which scopes will not change means we can get them done while the remainder of the design is progressing without adversely affecting that progress. Completing works early further advances our knowledge of the plant and site conditions. Important design decisions can be made with the data we gather early.

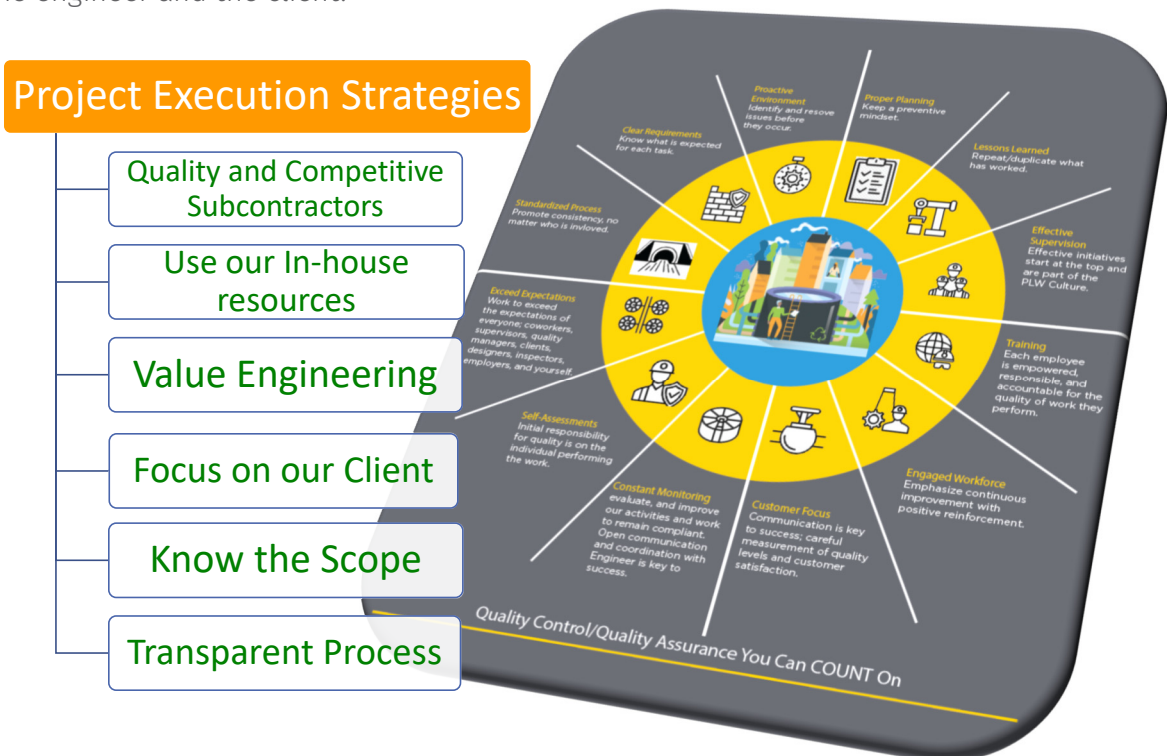
Relieving Site Space Constraints

The key to mitigating site space issues is in the development of proper sequencing. We recognize that few projects are constructed with a simple schedule and a straightforward sequence. Any elements that can be completed and cleared early in the project will provide more space for access, parking, laydown, and any other appropriate onsite use. Simply put, the more real estate we have, the fewer risks are introduced to the safety and operation of the facilities.

PROPOSER AND TEAM SIMILAR PROJECTS - QUALIFICATIONS AND EXPERIENCE

Two of our most recent CMAR projects were executed for the **City of Granbury** (with a similar scope as your project). PLW self-performed all yard pipe installation, process mechanical installation, all concrete, and the civil scope. We were able to start construction with 30%-60% drawings using these key early work packages. Below are several valuable lessons we have learned over the past five years that have shaped our project execution strategies.

- +** In order to help control the budget and avoid rework, PLW focuses on quality and competitive subcontractors during procurement of bid packages.
- +** As part of the Webber family of companies, PLW has access to considerable in-house resources (equipment department, engineering department, quality department, start-up and commissioning department, and survey department). Utilizing these resources appropriately has proven valuable in our execution of alternative delivery projects.
- +** In many CMAR projects, PLW has provided value engineering for pipe systems to manage budget and schedule during market volatilities. As an example, we have facilitated a change from expensive and long lead ductile iron fittings to coated steel fittings.
- +** Our focus is always on our clients. In **Granbury**, we accommodated a new building layout even after the design was completed in order to meet city requirements. We managed all the subcontractors from different bid packages to minimize the cost impact on the project.
- +** Within the electrical scope for the **Granbury WWTP**, we were able to work with the Engineer on electrical value engineering, providing an additional three RTU panels that removed 500LF of duct banks and conduit. This provided an additional \$125,000 in savings to the project.
- +** A transparent process is key to success. Market delays and any other project issues are managed together with the engineer and the client.



4

PROJECT ORGANIZATION AND KEY PERSONNEL



PROJECT ORGANIZATION AND KEY PERSONNEL

1. Subject to a two (2) page limit, describe the functional role and services that will be provided by the Proposer and any CMAR Team Members. Provide a brief description of the managerial structure proposed for this Project including the reporting relationships. Proposer shall indicate in its Proposal the Proposer's intention to pursue self-perform Work for the Project. Proposer shall also indicate any Team Member's intention to pursue Work. The narrative shall describe the types of work and/or scopes of work contemplated.

+ Functional Role and Services

As Construction Manager, PLW will act as an advocate for the City and will manage the project with your best interests in mind at all times. We establish communication and collaboration early in the project so that our definition of a successful project aligns perfectly with yours. A key advantage of the CMAR method is that our main purpose is not to construct the project, but to manage the construction of the project. This allows us to align our goals more easily with yours and adds value to the project through minimization of design and scope changes. It also gives us the ability to maximize value in every aspect of the project from conception to commissioning.

+ General Management During Construction: The key to any successful project is to have a well-developed and well-communicated plan. The primary purpose of that plan is to ensure that the project performance meets the Owner's goals. The preconstruction phase of the project will deliver on that plan through the collaboration of the project team. On all our past CMAR projects, we have managed, administered, and supervised all work performed on the project. In addition, we have coordinated and led the weekly construction progress meetings.

+ Schedule Control: Upon completion of the preconstruction phase, we will deliver a fully-developed project schedule using Primavera Project Planner or Microsoft Project which will be maintained and updated throughout the process. In addition, we will prepare monthly schedule updates and report out on the required schedule metrics for real-time tracking.

+ Cost Control: We will collaborate continuously with all stakeholders to update and define cost during design development, refinement, and construction. We will implement a procurement process that yields best value to the City. We will assemble contract packages that are clearly-defined, attractive to potential vendors, and generate the minimum amount of cost change. With these driving components of our cost control strategy, we strive to proactively manage cost change from the onset of the project and maximize value.

+ Document Control: The project team will establish specific protocols for the flow of all project data, which will then be formalized in the overall project management plan. On past projects, we have used Primavera contract manager, Prolog, and other owner-specific systems for Document Control and are confident that we will implement this effectively.

+ Self-Performance

The CMAR process provides flexibility for subcontractor and vendor procurement. PLW will work with the City in the preparation of a bid package strategy that minimizes risk while providing best value. PLW has the capability to self-perform most of the work for this project but will create a plan with the City to determine the best path forward. PLW has the local resources and adaptability to respond quickly to any project needs. Section 5 of this proposal includes a list of the packages we intend to target for self-performance.

+ Managerial Structure



PETER BAILEY
PROJECT EXECUTIVE

Peter will act as Project Executive for the project. He has a wealth of experience in alternative project delivery. His responsibility will be to provide the support and resources necessary for the project team's success. Peter is considered corporate overhead.



MICHAL TERLIKOWSKI
PROJECT MANAGER

Michal will act as Project Manager on this project. Michal provides the continuity between the RFP, Preconstruction, and Construction. He has been engaged in the process since its advertisement and will see the project through preconstruction and construction. He has been working with the project team in the preparation of the proposal and will leverage his knowledge of the project with his local experiences to provide an integrated, transparent solution without any handoff gaps between the preconstruction and construction phases.



JUAN MORALES
SUPERINTENDENT

Juan will fill the role of Project Superintendent. He will partner with the preconstruction team to provide constructability guidance and will work closely with the integrated team to provide workable solutions during the preconstruction phase and implement the solutions throughout the construction and start-up and commissioning phases.



CRAIG BRITTON
CHIEF ESTIMATOR

Craig has been selected for the role of Lead Estimator on this project. He commands a well-established team of estimators with a wealth of knowledge in the industry. Craig will work with Benjamin and Michal to provide well thought out estimates and produce concise reports for though review by the team as design milestones are met. He will work to vet concepts early allowing decisions to be made in a calculated manner early in the design phase.



BENJAMIN ANDERSEN
PRECONSTRUCTION MANAGER

Benjamin has been selected as the Preconstruction Manager. He has successfully negotiated hundreds of millions in contract value. Benjamin will work with the team to develop best practices for the development of estimates, schedules, risk registers, trend logs and procurement procedures to allow the open book preconstruction process to build a trust between all shareholders. Early advancement of procurement strategies will allow the team to help prioritize the advancement of design in a systematic way to produce a productive design environment.



RAY PICKETT
QA | QC

Ray will act as Quality Manager on this Project. He will work with the project team during the preconstruction phase with a focus on quality. Ray will work with Michal to reinforce the quality culture through the submittal, RFI, as-built procedures and work with Juan and his staff to create a job specific quality manual that will be utilized during the construction process. As a part of the corporate Quality department, Ray will be an integral part of the project team but will report directly to Peter Bailey.



RYAN HEBERT
SCHEDULER

Ryan will serve as Scheduler on the project. He has worked closely with the team to develop a preliminary schedule. He will continue to work with the team through both preconstruction services and construction services phases, assisting the team in planning. Ryan will work closely with Juan to keep the P6 schedule current with project progress and with forecasting through the use of the scheduling tool.



JUSTIN TEAGUE
SAFETY MANAGER

Justin is PLW's corporate safety manager and will be responsible for preparing the site safety plan as well as attending plan reviews with the estimating team to assure safe practices are incorporated into the project plan and estimates. He will work with the project team during the preconstruction phase with a focus on safe constructability, project wide safety protocols, and integration of the safety culture. As a part of the Safety team, Justin will be an integral part of the project team and report directly to Peter Bailey.



JOSE EMILIO ALVAREZ
COMMISSIONING

Jose will work with the team during both preconstruction and construction to develop plans and procedures to implement a startup and commissioning process. Early involvement will help keep a focus on the end game and assist in ongoing construction decisions that may impact the successful commissioning of the facility. Jose will work with Juan to develop any temporary construction loops/bypasses required to bring the pump station on line and will work with the Owner to incorporate PLWs portion of the overall program into a comprehensive strategy.



PROJECT TEAM



KEY PERSONNEL

CRAIG BRITTON
CHIEF ESTIMATOR

AVAILABLE JUNE 2022

25% OF TIME COMMITTED TO PRECON

0% OF TIME COMMITTED TO CONSTRUCTION

CURRENT COMMITMENT: DEPARTMENT MANAGER

KEY PERSONNEL

BEN ANDERSEN
PRECONSTRUCTION MANAGER

AVAILABLE JUNE 2022

75% OF TIME COMMITTED TO PRECON

25% OF TIME COMMITTED TO CONSTRUCTION

CURRENT COMMITMENT: CMAR PROJECTS

KEY PERSONNEL

MICHAL TERLIKOWSKI
PROJECT MANAGER

AVAILABLE JUNE 2022

25% OF TIME COMMITTED TO PRECON

100% OF TIME COMMITTED TO CONSTRUCTION

CURRENT COMMITMENT: GRANBURY WASTEWATER TREATMENT PLANT PROJECT

KEY PERSONNEL

JUSTIN TEAGUE
SAFETY OFFICER

AVAILABLE JUNE 2022

10% OF TIME COMMITTED TO PRECON

10% OF TIME COMMITTED TO CONSTRUCTION

CURRENT COMMITMENT: MANAGES SAFETY IN HIS REGION

KEY PERSONNEL

RAY PICKETT
QA | QC

AVAILABLE JUNE 2022

10% OF TIME COMMITTED TO PRECON

10% OF TIME COMMITTED TO CONSTRUCTION

CURRENT COMMITMENT: MANAGES QA/QC IN HIS REGION

KEY PERSONNEL

RYAN HEBERT
SCHEDULER

AVAILABLE JUNE 2022

25% OF TIME COMMITTED TO PRECON

25% OF TIME COMMITTED TO CONSTRUCTION

CURRENT COMMITMENT: MANAGES SCHEDULING IN HIS REGION

KEY PERSONNEL

JOSE EMILIO
COMMISSIONING MANAGER

AVAILABLE JUNE 2022

25% OF TIME COMMITTED TO PRECON

50% OF TIME COMMITTED TO CONSTRUCTION

CURRENT COMMITMENT: MANAGES COMMISSIONING IN HIS REGION

KEY PERSONNEL

JUAN MORALES
SUPERINTENDENT

AVAILABLE JUNE 2022

100% OF TIME COMMITTED TO PRECON

100% OF TIME COMMITTED TO CONSTRUCTION

CURRENT COMMITMENT: GRANBURY WASTEWATER TREATMENT PLANT PROJECT

TO BE DETERMINED PROJECT ENGINEER

AVAILABLE JUNE 2022

25% OF TIME COMMITTED TO PRECON

100% OF TIME COMMITTED TO CONSTRUCTION

CURRENT COMMITMENT: GRANBURY WASTEWATER TREATMENT PLANT PROJECT

KEY PERSONNEL

PETER BAILEY
PROJECT EXECUTIVE

AVAILABLE JUNE 2022

10% OF TIME COMMITTED TO PRECON

10% OF TIME COMMITTED TO CONSTRUCTION

CURRENT COMMITMENT: OVERSEAS PROJECTS AND NEW OPPORTUNITES

Roles and Working Relationship					
Key Personnel	Role	Granbury WWTP	Granbury WTP	Pearland Surface Water Project	Rowlett WWTP Project
Peter Bailey	Project Executive	✓	✓	✓	✓
Michal Terlikowski	Project Manager	✓	✓		✓
Juan Morales	Superintendent	✓	✓		
Craig Britton	Chief Estimator	✓		✓	
Benjamin Andersen	Preconstruction Manager	✓	✓	✓	✓
Justin Teague	Safety Officer	✓	✓	✓	✓
Ray Pickett	QA QC Manager	✓	✓	✓	✓
Ryan Hebert	Scheduler	✓	✓	✓	✓
Jose Emilio	Commissioning	✓	✓	✓	✓

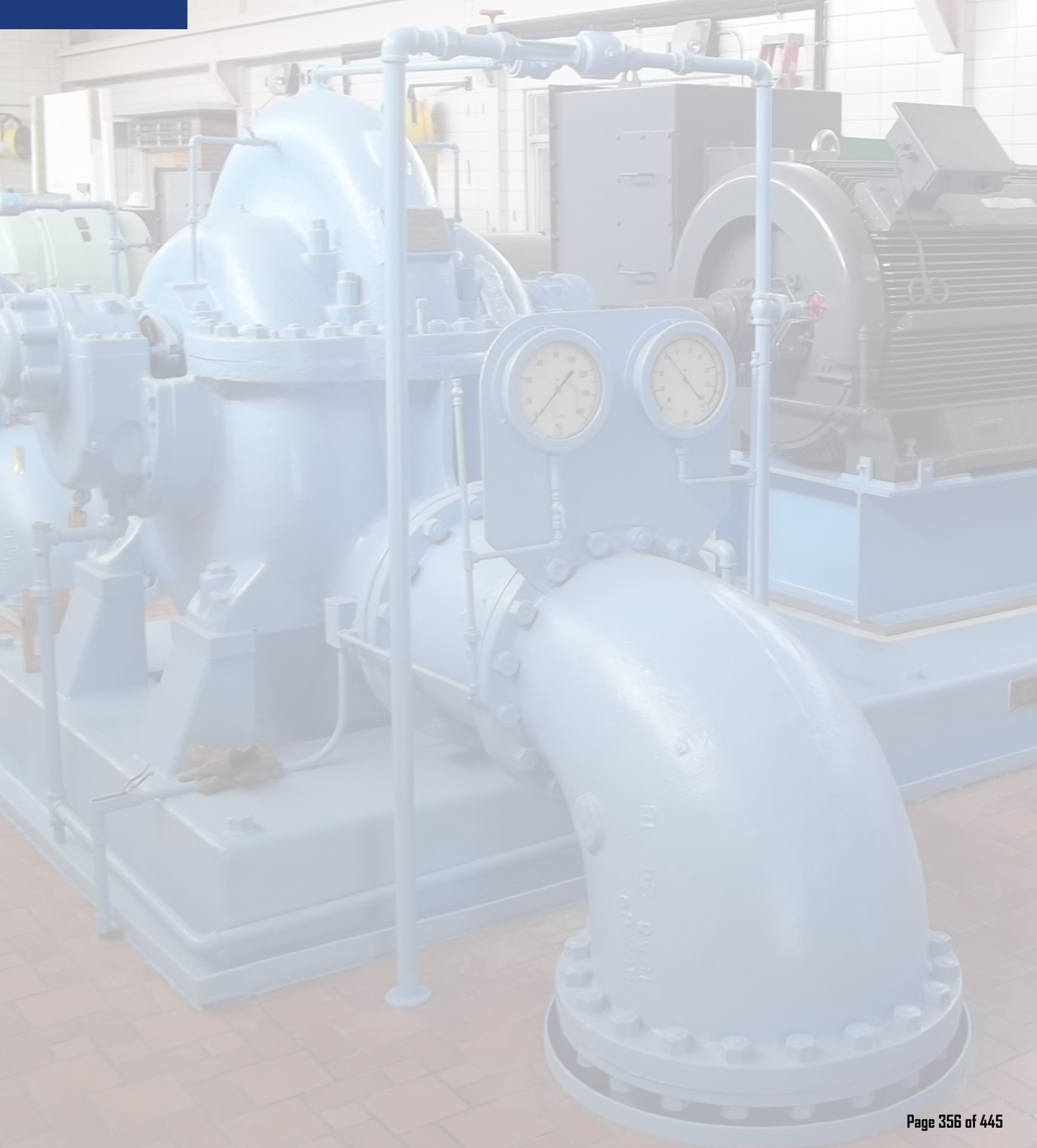
Our project team have all worked together on waterworks infrastructure projects in the state. As shown in the chart, most of them have had direct involvement in our four featured projects. They will leverage their combined experience and collaborative success for the City of Alvarado.

PLW commits these proposed Key Personnel for the life of the project.

2. Provide an organizational chart for this Project showing the functional structure of Proposer's Project team with lines identifying the significant positions and participants (both firms and individuals) who are responsible for major elements of the provision of the Services.

5

CMAR PROJECT APPROACH



CMAR PROJECT APPROACH

a. Describe your approach (when and how) to validate the Owner's budget and schedule for this Project and what actions would be taken should this validation result in Owner's budget being exceeded and Owner's schedule being lengthened.

Budget

PLW's track record in providing targeted cost estimates for CMAR projects is proven through our history of meeting budgets without exceeding the GMP. Our fast-tracked and early bid package approach ensures all stakeholders are enabled to make timely decisions concerning cost, schedule, quality, and operability. This allows the team to make impactful and meaningful adjustments to guarantee cost control. Budgets are set by the project team from the initial estimate. We provide cost estimates at 30% design, 60% design, and 90% design intervals. We will establish contingencies as a team and be prepared to provide the GMP as stated in the RFP. All estimates will have full transparency to the benefit of the project. In the unlikely event of a budget overage, we will prepare cost saving options for your consideration. These options could include alternative construction concepts, self-performance packaging, scope reductions, site layout reconfiguration, or procurement repackaging.



Hamby Wastewater Treatment Plant
Award winning project completed on-budget

Schedule

The project has very tight schedule due to commodity shortages. PLW identifies the following critical equipment that must be released as soon as possible.

+ Main Switchboard | Switchboard and Motor Control Centers

Currently in several PLW projects we are experiencing lengthy delays in Main Switchboard (MSB), Switchboard (SB), and Motor Control Centers (MCC) lead times. This electrical equipment represents the most critical items for every project. Without MSB or MCC, none of the new equipment can be energized. For example, in the WWTP expansion CMAR project in Granbury, all electrical equipment was approved and released in August 2021 with 20 weeks lead time. All electrical cabinets will be onsite early in 2022. However, because of the market delays and commodities shortages, the current lead time is now 60 weeks. Included on page XX is a letter from Eaton explaining these extended lead times. After discussing with several electrical subcontractors, 60 weeks is currently the standard lead time for all medium size MSB and MCC. With that knowledge, the project team can plan ahead. Our plan would be to start critical procurement based on 30% design for new MSB or SB, and MCC if necessary. Requests for quote would be sent to major manufacturers **Eaton, Square D, and ABB**, as well as potential electrical subcontractors **C&P Electrical Systems, Texsun, CF Electric, and Grimsley**. PLW will be ready to select a vendor for that critical package within three weeks, including approval and contract execution. Over the next three weeks, PLW would initiate the submittal process and have equipment approved and released by August 2, 2022. With 60 weeks lead time, the equipment should be onsite around end of September 2023.

We have contacted C&P Electrical, a local electrical subcontractor from Rio Vista with an in-house I&C group working mainly on industrial. They have a \$2M bonding capacity and are very interested in this project. They have local experience, and may provide refurbished MSB / SB with full warranty where lead times can be significantly improved (as an example, a 2000Amp gear was provided within three weeks).

CMAR PROJECT APPROACH

+ Package Plant System and all Process Equipment

The current lead time for package plant systems is approximately 270 calendar days.

PLW is planning to finish the procurement process for major process equipment by August 20, 2022 and have all the equipment approved and released by September 10, 2022.

Therefore, all the equipment should be on-site by May 2023.

1. Once all process equipment is released, PLW will support the Engineer in the planning phase to get 60% drawings.
2. After 60% drawings are released, we will finalize procurement for the Concrete package as an early package prior GMP approval. We anticipate first activities (site clearance) to start as early as October 2022. Design will be developing in parallel until IFC drawings are released. We anticipate Headworks as the first structure where construction will start, so PLW would need IFC drawings for that structure first.
3. PLW will finalize procurement for the following pending bid packages: Electrical & I&C, Mechanical, and Civil Package within 30 days from the time 90% drawings are issued. At the same time PLW will work on the GMP and submit GMP for approval.
4. Construction would start in October 2022 and finish in November 2023. Start-up, commissioning, and performance testing would happen from November 2023 to December 2023.

Critical Success Factors



Notice of Award
June 21, 2022
with NTP June 21, 2022

Critical Electrical
Procurement
Main Switchboard
Motor Control Centers

Procurement for
Package Plant System
Completed in 70 Days

Early Work Package
Concrete Work started
in First 140 Days

Buy Out Completed
in 170 Days

GMP Submitted for
Approval in First
180 Days

Maximize
Pre-Stressing

Focus on Schedule and
Critical Substantial
Completion Date
12/31/2023

CMAR PROJECT APPROACH

b. Describe your approach to risk identification, evaluation, and management and how you plan to address market cost escalation of labor and materials and supply chain delays.

In managing risk on our projects, PLW develops a list of potential events or actions, assigns a probable impact value, analyzes the probability, and establishes budget and exposure limits. It is important to address all risk elements and their potential impact, particularly in a CMAR project for which the estimating is done in an open book process.

+ Identifying the Risks

The entire project team, including the Owner, Stakeholders, Owner's Representative, Designer, and the Contractor or Construction Manager needs to have clarity on what the risk is to each party. A team session on Risk Identification is an important piece of the collaborative effort. It should be part of the kickoff meeting and may be a segment of our planned partnering sessions. It is critical that each member's risk is identified and categorized, the impacts are assessed, and potential solutions are identified. These risks can be grouped into various families but essentially follow the phases of the project such as Preconstruction, Design, and Construction. Examples of areas of risk are site conditions, site logistics, scope change, environmental events, safety, and equipment delivery. Once these groups are defined, the process of developing the impact profile of each item can occur. This can be done with an interactive Risk Register.

A quantitative assessment is performed to assign an assumed probability that a given event will occur. Probabilities of occurrence greater than 95% usually become a project liability

and are addressed within the budget with full understanding of the costs and impacts. Time and cost impact is assigned as if the event will occur and the impact is fully realized to the project budget. An impact model can be developed to identify labor, equipment, and material impacts and mitigation requirements and impacts to the critical path of the project. This model allows for a pessimistic and optimistic evaluation to set a range of impact. From this section a baseline Contingency Risk Budget and potential exposure values are calculated and can be added to the estimate or budget.

Once a risk is identified, it needs to be further defined and assigned to the party that can best manage or mitigate the risk. This critical portion of the process is where the team collaboratively agrees who "owns" the risk. Sometimes the risk is shared, and that is an acceptable outcome. An unacceptable outcome is failing to define the owner of an identified risk. Mitigation only happens through ownership of responsibility.

A selection of project-specific risks are presented in Figure 5-1 on page 19.

Safety Tips

- Inspect equipment before operating. Do an equipment walk-around once a day, making sure to examine the machinery.
- Watch for blind spots.
- Use radio or hands signals to communicate.
- Be cautious when mounting and dismounting equipment.



CMAR PROJECT APPROACH

+ Market Cost Escalation of Labor and Materials/Supply Chain Delays

The global pandemic has placed the market in a condition not previously experienced in the industry. Material cost and availability of items that were once readily available, such as concrete, have been affected in unpredictable and extreme ways. Material cost escalations and force majeure are frequently discussed in our daily correspondence with suppliers due to market conditions. We mitigate material cost increases by utilizing early work packages for material procurement. The investment of the critical equipment at the early design stage of the project will mitigate material cost escalations that may otherwise arise during construction.

As mentioned, our plan is to start critical procurement based on 30% design for new MSB or SB, and MCC if necessary. Sending requests for quotes major manufacturers and potential electrical subcontractors will allow us to select a vendor within three weeks, including approval and contract execution time. This should adequately mitigate much of the market-based risk to the project.



SAWS Agua Vista Station
Completed on-time during the COVID Lock-down



April 19, 2022

Job: Granbury South WWTP
Eaton GO# LDA0026582

Subject: Eaton Equipment Delays & Extended Lead Times
To Whom it May Concern:

Regarding delays below is some background.

The recent shortages in material as well as labor in the local and global supply chain have resulted in reduced production and extended lead time in all our plants. At the same time, we are also seeing extremely strong market conditions straining an already dynamic situation. As a result, not only are lead times at unprecedented levels, but we are also being forced to extend or push out ship dates or in some cases ship product short. As a result, we are no longer accepting orders shorter than posted lead times even at premiums and pull ins are not possible at this time for many product lines. We will continue to work all angles to meet scheduled lead times and are making additional efforts moving forward to obtain material needed for fabrication to meet our published lead times.

Below are 4 categories that attribute directly to manufacturing delays

- Resins – Resin is used to manufacture our breaker enclosures, product enclosures, and a host of other plastic products. Additionally, most of these resins contain special chemicals used to make the final product fire resistant/repellent/etc. Resins are in global short supply.
- Metals – Metal is used in most products we produce and includes aluminum, steel, copper, and a host of other variants. Metals are in global short supply.
- Electronic Chips – A large percentage of our products utilize computer chips (microprocessors, microcontrollers, etc.) and there is a global shortage of these electronic components.
- Logistics – Many of our products are produced, in part or complete, outside of the US. Getting these products to our US plants has been severely impacted by the global logistics problems due to a shortage of ships, docks, truck drives, and a host of other factors outside of our control.

We apologize for any delay associated to these conditions and are working tirelessly to address these issue/delays.

Regards,

CMAR PROJECT APPROACH

+ City of Alvarado Wastewater Treatment Plant Expansion Potential Risks

Figure 5-1: Ongoing risk identification, evaluation, and management reduces potential for adverse impacts to the project

Risk Identification			Risk Evaluation		Risk Management	
Risk Subject	Risk Category	Risk Description	Potential Impact	Risk Rating	Mitigation Actions	Lead
Delivery	Resourcing	Current lead time for Switchboards, MCCs that currently are around 60 weeks	Safety/ Schedule/ Cost	EXTREME	1. Early procurement of MSB/MCC/SB once electrical design is completed 2. Potential use of refurb electrical cabinets to improve schedule and budget	CMAR Team and Engineer
Delivery	Other Delivery Risks	Lead time and cost for all other process equipment	Schedule and Cost	MEDIUM	Well-established relationship with equipment reps that will help with negotiations for best cost and lead time for each process equipment	CMAR Team
Delivery	Resourcing	Potential Package Plant Supplier - AUC and current lead time (270 calendar days)	Schedule and Cost	HIGH	Well-established relationship with EI2 will help with communication and coordination during planning and construction. Early procurement as soon as design/spec for package is complete	Design and CMAR Team
Delivery	Resourcing	Labor shortages in the market	Safety/ Schedule/ Cost	EXTREME	PLW has local crews in Granbury that will be available for Early Works packages (concrete, mechanical, civil)	CMAR Team
Delivery	Site Conditions	Keeping Existing Plant in operation during Start-Up and Commissioning Phase	Schedule/ Cost/Safety	MEDIUM	Commissioning planning with in-house commissioning department that has experience with similar projects	CMAR Team (including Commissioning)

		Consequences/Severity				
		Insignificant	Minor	Moderate	Major	Catastrophic
Probability	Rare	Low	Low	Low	Medium	Medium
	Unlikely	Low	Low	Medium	Medium	High
	Possible	Low	Medium	Medium	High	High
	Likely	Medium	Medium	High	High	Very High
	Frequent	Medium	High	High	Very High	Extreme

CMAR PROJECT APPROACH

c. Proposer shall describe its approach for establishing and maintaining quality control and highlight lessons learned and challenges faced and how they were met from previous projects. Discuss how the proposed Quality Control ("QC") team will be structured to provide experienced personnel for QC inspections to cover all disciplines (civil, mechanical, structural, electrical, instrumentation, etc.).

+ Quality Control

+ PLW is committed to building it right the first time, every time.

We take quality seriously from start to finish on every project. Because of this philosophy, we commit to provide our clients with the highest quality projects the industry has to offer. It is our

goal to deliver projects that exceed our clients' expectations and requirements.

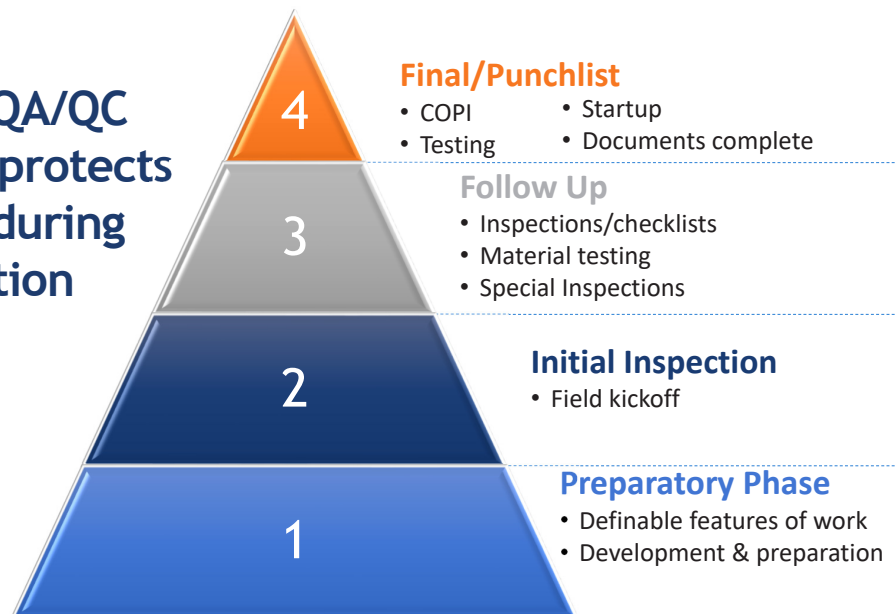
In order to implement this vision, PLW's Quality Manager, Ray Pickett, will engage the project team early in the project to develop a comprehensive Quality Plan tailored to the needs of the project. He will be responsible for the plan development, implementation, training, mentoring, and audits to maintain a quality environment focused on continuous improvement. Ray will partner with the onsite quality representative to create a project environment that rewards quality achievements as the program is pushed down to a personal level of ownership and commitment for that day's activities. This Quality Plan will ensure that the

planning and implementation at the project level is consistent, manageable, and verifiable.

Additionally, we consider subcontractors and suppliers to be a part of our construction team, and as such, we hold them to the same high standards of safety and quality. Every person onsite who is performing work on your project, regardless of their affiliation, will have the same high expectations for quality and safety.

On our Granbury Distribution System CMAR project, the local line contractors were not able to handle sizable contracts, so the pipeline installation packages were broken down into smaller packages. While this allowed for more local participation and an accelerated schedule, it presented a challenge regarding consistency of material quality. In order to mitigate this, PLW purchased all the pipes and valves under purchase contracts to keep the material quality consistent throughout the project, even as subcontractors worked on line sections simultaneously throughout the area.

4-phase QA/QC program protects the City during construction



		Alvarado WWTP Expansion CMAR																																					
Activity ID	Activity Name	Start	Finish	2021							2022							2023							2024														
				J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	Jul	A	S	O	N	D	J	F	M	A	M
Alvarado WWTP Expansion CMAR		13-Jun-22	31-Mar-24																																				
General		13-Jun-22	31-Mar-24																																				
A1000	Contract Execution	13-Jun-22*																																					
A1010	Notice to Proceed	21-Jun-22																																					
A1030	Planning Phase - Finalizing Major Process Equipment	21-Jun-22	21-Jul-22																																				
A1020	Budget Validation		21-Jul-22																																				
A1040	60% Drawings based on Selected Equipment Submittals Including 100% for Concrete Structures	12-Sep-22	03-Oct-22																																				
A1050	IFC 90% Drawings Issued	04-Oct-22	28-Oct-22																																				
A1310	GMP Submittal for Approval	30-Nov-22																																					
A1290	Substantial Completion		29-Dec-23																																				
A1300	Final Completion		31-Mar-24																																				
Procurement		21-Jun-22	26-Sep-23																																				
Procurement - Early Works		04-Oct-22	21-Oct-22																																				
A1160	Site Clearance - Procurement Process	04-Oct-22	21-Oct-22																																				
A1170	Concrete Work - Procurement Process	04-Oct-22	21-Oct-22																																				
Procurement - Critical		21-Jun-22	26-Sep-23																																				
A1070	Main Switchboard / MCC - Procurement Efforts	21-Jun-22	12-Jul-22																																				
A1080	Main Switchboard / MCC - Submittals & Release for Production	13-Jul-22	02-Aug-22																																				
A1090	Main Switchboard / MCC - Lead Time and Delivery	03-Aug-22	26-Sep-23																																				
Procurement - General		22-Jul-22	18-May-23																																				
A1100	Package Plant / Headworks / UV / Sludge Dewatering / Post Aeration / Odor Control - Procurement Effort	22-Jul-22	19-Aug-22																																				
A1110	Package Plant / Headworks / UV / Sludge Dewatering / Post Aeration / Odor Control - Submittals & Release for Production	22-Aug-22	09-Sep-22																																				
A1120	Package Plant / Headworks / UV / Sludge Dewatering / Post Aeration / Odor Control - Lead Time and Delivery	12-Sep-22	18-May-23																																				
Procurement - Work Packages		31-Oct-22	30-Nov-22																																				
A1130	Electrical and I & C Work Package - Procurement	31-Oct-22	30-Nov-22																																				
A1140	Mechanical Package - Procurement	31-Oct-22	30-Nov-22																																				
A1150	Civil Package - Procurement	31-Oct-22	30-Nov-22																																				
Construction		24-Oct-22	01-Nov-23																																				
A1220	Mechanical Package Pipe Delivery	01-Dec-22	30-Mar-23																																				
A1240	Electrical Panels, Generator Delivery	01-Dec-22	20-Apr-23																																				
A1210	Building	29-Mar-23	26-Jun-23																																				
A1230	Mechanical Package Installation	31-Mar-23	06-Sep-23																																				
A1250	Electrical and I & C Work	21-Apr-23	27-Sep-23																																				
A1260	MSB, MCC Installation and Energization of All New Equipment	28-Sep-23	01-Nov-23																																				
Early Works		24-Oct-22	28-Mar-23																																				
A1180	Site Clearing	24-Oct-22	31-Oct-22																																				
A1190	Excavation for Concrete Structures	01-Nov-22	28-Nov-22																																				
A1200	New Concrete Major Structures	29-Nov-22	28-Mar-23																																				
Start-Up / Close Out		02-Nov-23	31-Mar-24																																				
A1270	Start-Up & Commissioning	02-Nov-23	01-Dec-23																																				
A1280	Performance Test	04-Dec-23	29-Dec-23																																				
A1320	Paving, Fencing, Punch List	29-Dec-23	31-Mar-24																																				

CMAR PROJECT APPROACH

e. Proposer shall indicate in its Proposal the Proposer's intention to pursue self-perform Work for the Project. Proposer shall also indicate any Team Member's intention to pursue Work.

+ Self Performance

PLW has the capability and capacity to perform whatever amount of work provides the best value to the project. Our diverse workforce and local presence allow us to aggressively bid performance packages for self-performance. Our work on your project will be driven by a best value procurement strategy defined collaboratively during preconstruction. As such, we anticipate targeting the following packages for self-performance.

Concrete package (early work package):

- Site clearance
- Dirt work (excavation with shoring system if needed as well as backfill)
- Concrete work
- Miscellaneous metals
- New electrical building

Mechanical Package:

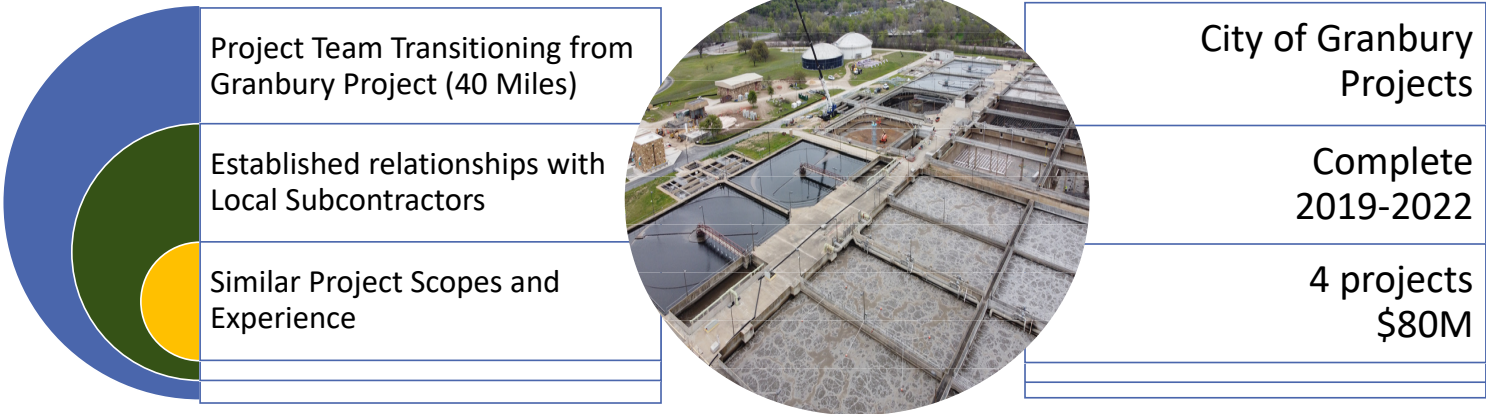
- Yard piping - furnish and install
- Process mechanical pipe - furnish and install
- Process equipment installation
- Start-up and commissioning

Civil Package

- Site grading (site improvements)
- Site Paving
- Fencing



We have the Staff



CMAR PROJECT APPROACH

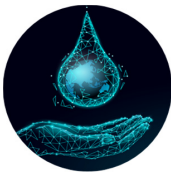
By self-performing the concrete and mechanical packages, PLW can control the schedule and budget while the design is still being developed. This helps manage subcontractor change orders. PLW has available concrete and mechanical crews currently working on the Granbury CMAR project that can start when your project needs them. ***We can mobilize the site within days of the NTP if necessary. The project team that is currently working in Granbury is just 40 minutes from Alvarado.*** All planned self-performance packages will be competitively bid with the market; packages will be advertised, and all major subcontractors will be invited to bid. All bid proposals will be sent to the Engineer for evaluation.

Planned bid packages to be subcontracted out to CMAR:

1. Electrical and I&C package including new generator.
2. Potential subcontractors for that scope would be: **C&P Electrical Systems, Texsun, CF Electric, Grimsley, Prime Controls**
3. Package system subcontractor/vendor.
4. The package system subcontractor will erect steel tanks and install all the components within the tank. PLW proposes that the rest of the equipment outside of the tank be installed within the self-performance Mechanical package in order to manage all the risk related to the schedule.

Planned vendors/representatives for process equipment bid packages:

1. The critical electrical panel package (MSB, SB, MCC) is to be sent out first.
2. PLW has relationships with all major equipment vendors and manufacturers and is currently working with **EI2, HRM, Hartwell, Wwatertech, Vision Equipment, Global WET, Smith Pump, Pump Solutions, Odessa Pumps, Pierce Pumps, Precision Pumps, and Xylem.**
3. PLW will perform competitive bidding for all major process equipment.



Startup & Commissioning



Dedicated
Startup Team
from Notice to Proceed



Submit Comprehensive
Commissioning Plan
within 180 Days



Commissioning Plan
100% Integrated with
Construction



Startup Team
participating in full
Construction Cycle

6

FINANCIAL AND PERFORMANCE INFORMATION

FORM 4

FORM 5

FORM 6

FORM 7

FORM 8

FORM 10

FORM 11



Laura Sudduth
Fulfillment Specialist
Marsh USA Inc.
2929 Allen Parkway
Suite 2500
Houston, TX 77019
+1 713 276 8303
www.marsh.com

May 4, 2022

Paul DeBuff, City Manager
City of Alvarado
104 W. College
Alvarado, TX 76009

Re: Request for Proposal for the Construction Management at Risk for the Wastewater Treatment Plant Expansion Project

Dear Mr. DeBuff:

PLW Waterworks (the "Proposer") has submitted its Proposal in response to the Request For Proposals ("RFP"), as amended by Addenda, for the Construction Management at Risk – Wastewater Treatment Plant Expansion (the "Project") issued by the City of Alvarado, the "Owner") on March 29, 2022. The RFP states the requirement that the Selected Proposer will enter into the Agreement to provide the Construction Management at Risk Services (the "Services") as described in the RFP.

The Surety has reviewed both the Proposer's Proposal and the RFP. The Surety hereby certifies that, if the Proposer is selected as the as the Construction Manager at Risk for the Project and subject to the review and approval of the final terms and conditions of the Agreement, it intends to issue on behalf of the Proposer, as security for the performance of the Proposer's obligations under the Agreement, a performance, payment and maintenance bond for the benefit of the Owner, as beneficiary, in the event the Proposer is selected for the execution of the Agreement.

This Letter of Intent shall expire 60 days from the date of this Letter of Intent, and it may be extended or renewed by mutual consent of the Proposer and its Surety(s).

Name of Surety(s): Liberty Mutual Insurance Company

Name of Designated Signatory: Laura E. Sudduth

Title: Attorney-In-Fact

Signature: 



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Laura E. Sudduth

all of the city of Houston, state of Texas each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of May, 2022.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, letter of credit, currency rate, interest rate or dual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



April 27, 2022

Paul DeBuff, City Manager
City of Alvarado
104 W. College
Alvarado, TX 76009

Re: Request For Proposals for the Construction Management at Risk – Wastewater Treatment Plant Expansion Project

Dear Mr. DeBuff:

PLW Waterworks, LLC (the “Proposer”) has submitted its Proposal in response to the Request For Proposals (“RFP”), as amended by Addenda, for the Construction Management at Risk – Wastewater Treatment Plant Expansion Project (the “Project”) issued by the City of Alvarado (the “Owner”) on March 29, 2022. The RFP states the requirement that the Selected Proposer will enter into the Agreement to provide the Construction Management at Risk Services (the “Services”) as described in the RFP.

The Insurance Company has reviewed both the Proposer’s Proposal and the RFP, including the proposed insurance requirements. The Insurance Company hereby certifies that, if the Proposer is selected as the Construction Manager at Risk for the Project and for the execution of the Agreement and subject to the review and approval of the final terms and conditions of the Agreement, the Insurance Company hereby certifies that it intends to provide or broker all required insurance identified in the Agreement.

Name of Insurance Agency: VTC Insurance Group

Name of Designated Signatory: Alan P. Chandler

Title: President

Signature: 

Confidence. For What's Next.™

Proposal Form 6

Financial Resources Data

Proposer Name: PLW Waterworks, LLC

Financial Metric (Indicate appropriate years)	2019	2020	2021
A. Operating Revenues	\$917,940,000	\$1,181,183,000	\$1,100,111,000
B. Operating Expense (not including Depreciation and Amortization)	\$892,193,000	\$1,151,107,000	\$1,063,311,000
C. Depreciation and Amortization	\$12,399,000	\$14,054,000	\$10,431,000
D. Operating Income (A-B-C)	\$13,348,000	\$16,022,000	\$26,369,000
E. Net Income	\$15,631,000	\$13,654,000	\$12,426,000
F. Total Assets	\$812,990,000	\$835,928,000	\$865,031,000
G. Current Assets	\$577,932,000	\$636,432,000	\$766,566,000
H. Total Liabilities	\$394,644,000	\$478,928,000	\$510,987,000
I. Current Liabilities	\$366,318,000	\$444,637,000	\$456,500,000
J. Net Worth (Equity) (F-H)	\$418,346,000	\$357,000,000	\$354,044,000

Please see following Bank Credit Reference from JP Morgan

Proposal Form 7 Bank Credit Reference

Please provide the following information for the Proposer. Please sign and date this form.

Bank Reference for _____ ("Company")

Name of banking institution or organization: _____

Address: _____

Contact Individual: _____

Phone: _____ Email: _____

Please indicate Yes or No in the appropriate box by answering the following questions and also respond to the last two questions:

Question	Yes	No
Has your organization or institution extended credit to the Company in the past three years?		
Has the Company ever defaulted on a loan with your institution or organization?		
Has the Company's credit history included any instances of delinquent payments?		
To your knowledge, has the Company ever filed for bankruptcy or been involved in any bankruptcy proceedings?		
To your knowledge, have any of the corporate officers of the Company ever been in default on a loan?		
To your knowledge, has any creditor ever filed any criminal charges against the Company?		
Please discuss any other questions or issues that may have come out in any financial due diligence evaluation or credit check performed by your institution or organization		
Response:		
Overall, how would you rank the financial stability or credit worthiness of the Company (e.g., excellent, good, satisfactory, or poor?)		
Response:		

Signature

Printed Name and Title

Date

J.P.Morgan

JPMorgan Chase Bank, N.A.

383 Madison Avenue
New York, NY 10179

April 28, 2022

City of Alvarado
104 W. College
Alvarado, TX 76009
Attn: Paul DeBuff, City Manager.

Re: Bank Reference Letter for Bid on City of Alvarado Wastewater Treatment Plant Expansion

To Whom It May Concern,

We, JPMorgan Chase Bank, N.A. (the "Bank"), are writing you, at the request of our customer, PLW Waterworks, LLC (the "Company"), a subsidiary of Ferrovial, S.A. ("Ferrovial"), in connection with a bid they are submitting on for City of Alvarado Wastewater Treatment Plant Expansion.

We are pleased to confirm that as of the date hereof: (i) Ferrovial has had a longstanding credit relationship with the Bank and, (ii) the Bank's dealings with Ferrovial have been satisfactory. If any further questions, please contact Odette Smalley.

The information in this letter is provided as an accommodation to you. This letter and any information provided in connection herewith is furnished on the condition that they are strictly confidential, that no liability or responsibility whatsoever in connection herewith shall attach to the Bank or any of its affiliates or its or their respective officers, employees or agents, that this letter makes no representations regarding the general condition of Ferrovial, the Company, their respective management, or their future ability to meet their respective obligations and that any information provided is subject to change without notice.

Sincerely,

JPMorgan Chase Bank, N.A.



By: _____
Name: Odette Smalley
Title: Executive Director

Phone: +1 917 279 8691
Email: odette.m.smalley@jpmorgan.com

Proposal Form 8
Financial and Performance Questions

Performance and Financial Questions [Note: N/A is not an acceptable response]
Material Adverse Changes in Financial Position. Within the last three years, describe any material, historical, existing, or anticipated changes in financial position of the Proposer including any material changes in the mode of conducting business, mergers, acquisitions, takeovers, joint ventures, or divestitures.
Response: none
Bankruptcy. Has the Proposer ever declared bankruptcy or filed for protection from creditors under state or federal proceedings? If so, state when and describe the impact it would have on the ability to undertake this Project.
Response: no
Liabilities and/or Potential Liabilities. List and briefly describe any pending or past legal proceedings within the last three years and judgments or any contingent liabilities in which the Proposer or any parents, affiliates, and subsidiaries of the Proposer was or is a party that could adversely affect the Proposer's financial position or ability to undertake this Project.
Response: none
Completion of Contracts. Within the last five years has the Proposer failed to complete any contract or has any contract been terminated due to alleged poor performance, default, or litigation?
Response: no
Violation of Laws. Has the Proposer been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation or court order concerning antitrust, public contracting, employment discrimination or prevailing wages? If so, describe the circumstances.
Response: no
Violation of Regulatory Compliance. Has the Proposer been cited for a violation of any federal, state, or local statute or regulation for regulatory environmental compliance? If so, describe the circumstances.
Response: no
Debarred from Bidding. Has the Proposer been debarred or been under consideration for debarment on public contracts by the federal government or by any governmental entity in Texas or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal and/or grievance process?
Response: no
Contractor Refusal. Has Proposer ever refused to construct or to provide materials defined in the contract documents for any project?
Response: no
Proposer Release. Has Proposer been released from a bid or proposal in the past three years?
Response: no
Litigation. Has Proposer been involved in litigation involving owners for construction projects that have been filed within last five years or that are currently outstanding?
Response: no
Claims. Provide a summary of significant claims incidences (claim is 3% or more of the contract amount) over the past five years that Proposer has had involving owners for construction projects.
Response: none

Proposal Form 10
SENATE BILL 13 VERIFICATION

I, **Peter Bailey**, the undersigned representative of
(Individual's Name)
PLW Waterworks, LLC
(Business or Company)

hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Government Code Chapter 2274:

1. Does not boycott energy companies; and
2. Will not boycott energy companies during the term of the contract.

Pursuant to Section 2274.001, Texas Government Code:

1. *"Boycott energy company" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, and (b) does business with a company described by paragraph (a); and*
2. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The term does not include a sole proprietorship.*


SIGNATURE OF COMPANY REPRESENTATIVE

Peter Bailey, Executive Vice-President
PRINTED NAME OF COMPANY REPRESENTATIVE

May 16, 2022
DATE

Proposal Form 11
SENATE BILL 19 VERIFICATION

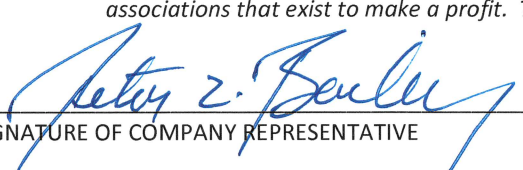
I, **Peter Bailey**, the undersigned representative of
(Individual's Name)
PLW Waterworks, LLC
(Business or Company)

hereinafter referred to as "Company", do hereby verify that the company named above, under the provisions of Subtitle F, Government Code Chapter 2274:

1. Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Pursuant to Section 2774.001, Texas Government Code:

1. *"Discriminate against a firearm entity or firearm trade association" means: (A) with respect to the entity or association to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship: (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association; and*
2. *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit. The term does not include a sole proprietorship.*


SIGNATURE OF COMPANY REPRESENTATIVE

Peter Bailey, Executive Vice-President

PRINTED NAME OF COMPANY REPRESENTATIVE

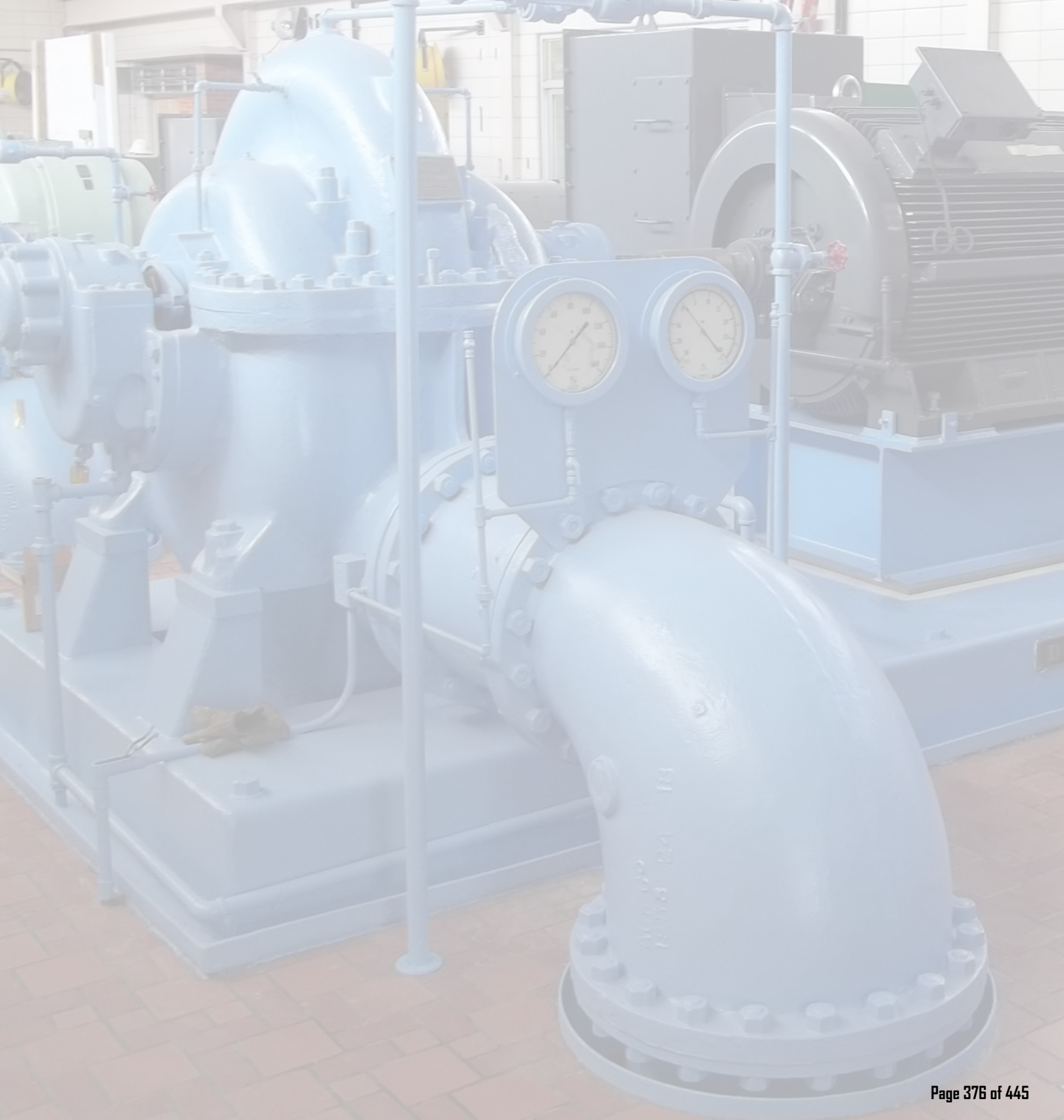
May 16, 2022

DATE

City of Alvarado, TX
RFP CMAR Services
Wastewater Treatment Plant Expansion

7

COST PROPOSAL PROPOSAL FORM 9



Proposal Form 9
COST PROPOSAL

Fees for Services for Construction Manager-At-Risk Wastewater Treatment Plant Expansion Project

- 1.01 To: Paul DeBuff, City Manager
City of Alvarado
104 W. College
Alvarado, TX 76009
- 1.02 The undersigned Proposer proposes to furnish all services, materials and equipment required to perform the Construction Management at Risk Services (the "Services") described in Attachments 1 and Exhibit A and 2 of the RFP for the prices indicated below.
- 1.03 The undersigned declares that it is the Proposer or by holding the position below indicated is authorized to execute this Cost Proposal on behalf of the Proposer and that all representations made on this Cost Proposal are true and correct.
- 1.04 The undersigned acknowledges that the Cost Proposal is based on the Construction Management At Risk Services Agreement and Standard General Conditions of the Construction Contract included in this RFP and as amended by any Addenda during the procurement period.

ARTICLE 2: Fees

[NOTE: Provide all dollar amounts and percentages in written words and numbers.]

- 2.01 Proposer will provide Construction Manager at Risk (CMAR) Services in accordance with the RFP, Construction Management At Risk Services Agreement, Standard General Conditions of the Construction Contract and Contract Documents for the prices shown below and will complete the construction of the Project within the Guaranteed Maximum Price established in a future Amendment.

- A. Pre-construction Services Fee: The Lump Sum amount of \$ Eighty Thousand Five Hundred Dollars and No Cents
(\$ 80,500.00).

The lump sum amount stated above in Article 2.01(A) is the maximum amount to be paid to CMAR for the Pre-Construction Services and includes all costs and expenses in accordance with the Contract Documents for Pre-Construction Services.

- B. Procurement Service Fee: The Lump Sum amount of \$ Eighty Thousand Five Hundred Dollars and No Cents
(\$ 80,500.00).

The lump sum amount stated above in Article 2.01(B) is the maximum amount to be paid to CMAR for Procurement Services and includes all costs and expenses in accordance with the Contract Documents for Procurement Services.

C. Construction Services Fee (CMAR Fee):

eight (8) percent of Cost of Work.

The percentage stated above in Article 2.01(C) is the maximum amount to be paid to CMAR for the CMAR's construction services fee. CMAR's construction services fee is intended to compensate CMAR for its profit, as well as its indirect overhead costs not compensated through reimbursement for its General Conditions as defined in the Standard General Conditions of the Construction Contract and the Construction Management At Risk Services Agreement.

Peter Bailey

Name

Executive Vice-President

Title

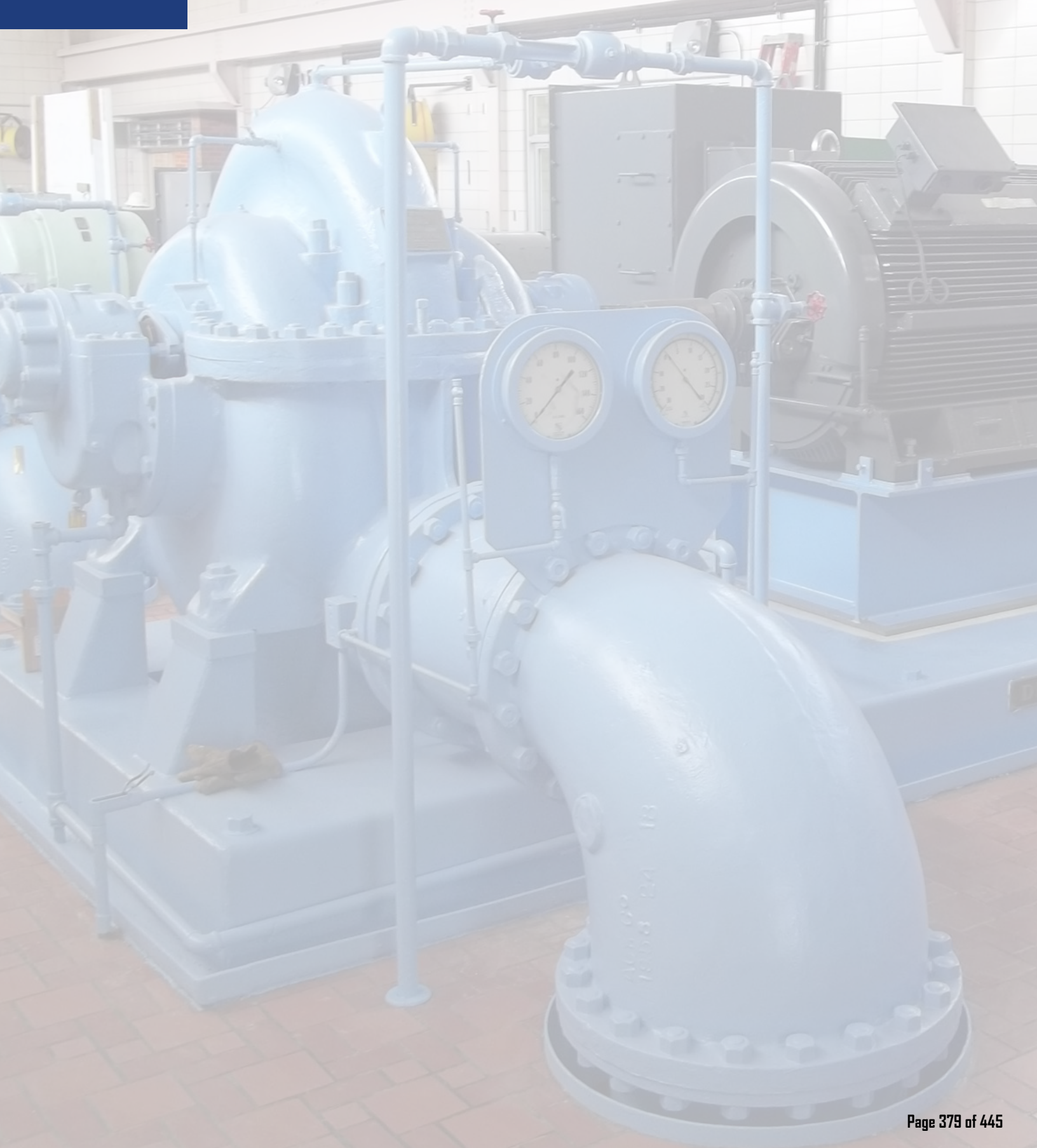
Peter C. Bailey

Signature

May 16, 2022

Date

8 RESUMES



- ✓ CMAR Experience
- ✓ Water and Wastewater Treatment Experience

- ✓ Local
- ✓ Package Plant Experience



PETER BAILEY

PROJECT EXECUTIVE

KEY PERSONNEL

EDUCATION

B.S. Petroleum Engineering, Texas A&M

EXPERIENCE & CERTIFICATIONS

36 years professional experience
Design Build Institute of America
Water Design Build Council
Texas Water Infrastructure Network (TXWIN)
Design Build Institute – Texas Chapter

Peter's expertise focuses on the delivery of Design-Build, CMAR and collaborative solutions with an emphasis on complex, multi-faceted water infrastructure projects. Peter has successfully led the construction work on more than 20 alternative delivery projects in Texas over the past 15 years. During his career, he has managed the implementation of over \$2 billion worth of construction. In Texas specifically, Peter has contributed to the \$500M Austin WTP No. 4 project, the City of Houston's \$1.75B Northeast Water Purification Plant Expansion as a Design-Build Manager, and several other projects across the state. Peter currently serves as a Executive Vice-President for PLW Waterworks and is based in the Woodlands. He is responsible for the capture of major water projects and is responsible for operations in the North Texas Region. During his four years of leadership, PLW has acquired \$1B worth of water projects, with \$500M of these projects being alternate delivery.

PROJECT EXPERIENCE

Northeast Water Purification Plant Expansion, Yard Piping Package 8 & High Service Pump Station

HUMBLE, TX

PRECONSTRUCTION MANAGER. \$1.75B progressive design-build project in which he was responsible for all preconstruction departments including estimating, scheduling, risk management, procurement, quality and progressive updates for the City of Houston's | Houston Water Works Team/City of Houston. 320 MGD expansion program for the City of Houston's existing surface water treatment plant. PLW is acting as a Tier 1 Subcontractor on this Progressive Design-Build project executing the overall yard piping systems and the main distribution pump station and electrical building for the plant. The work includes approximately 60,000 LF of underground process piping systems from 120" welded steel pipe to 3/4" PVC/HDPE piping for all process and chemical feed systems as well as storm and sanitary sewer and associated appurtenances. The pump station includes the main electrical distribution building for the site as well as two pump stations with up to 4,000 Hp Vertical Turbine Pumps and associated chemical feed system and electrical distribution, instrumentation and controls. The project requires a proactive Quality Control Program based on USACE/NAVFAC's Quality Control three-step process. Developed the initial proposal and project approach in the two-step selection process with the preconstruction team and selected subcontractors. Developed and implemented a QCP plan that is the future template for all projects in the Division. Project is a progressive design-build delivery that has several early works packages under a GMP budget. This two-phase project requires a delivery of firm capacity of 80 MGD by 2021 and at total of 320 MGD by 2025.

San Antonio Water System Aqua Vista Plant

SAN ANTONIO, TX

Vice President. New \$70.7M water treatment facility which will provide 50,000 acre-feet of water to meet the growth needs and diversify the city's water supply. Major systems included carbon dioxide and liquid lime feed systems, pressure filters and backwash system, onsite sodium hypochlorite generation, fluoride feed system, standby power generator, high service pumps, and solids processing including a recovery basin, thickener, polymer feed and sludge pump station. Project also included site work, large diameter yard piping with valves, electrical, instrumentation and all other ancillary facilities and equipment.

John Hargrove Environmental Complex Expansion (JHEC)

PEARLAND, TX

Vice President

Design, construction, and rehabilitation of the existing construction, and rehabilitation of the existing 4.0 MGD WRF and an expansion to 6.0 MGD at the JHEC WRF owned and operated by the City of Pearland. This expansion is planned to utilize sequencing batch reactors as the primary treatment technology. Progressive CMAR \$71M.

Granbury Wastewater Treatment Plant Improvements Progressive CMAR

GRANBURY, TX

Vice President. The City of Granbury is upgrading and expanding its Water Treatment Plant. The existing 2.5 million gallon per day (MGD) facility is being expanded to 5.0 MGD. The City, seeking to obtain a balance between expedited construction and maximizing cost efficiency in construction has chosen PLW as the CMAR. We are working with the City to best meet the time and budget constraints of this important project. PLW is working in collaboration with the Owner and Design Engineer during all phases of the Project.

PETER BAILEY

PROJECT EXECUTIVE

KEY PERSONNEL

City of Midland/Jacobs Water Purification Control Plant Modifications

MIDLAND, TX

Vice President. Tier 1 subcontractor for modifications to existing primary systems (primary sludge pumping, primary scum pumping), construction of new secondary treatment systems (bio-reactors, secondary clarifiers, blowers, RAS WAS pump station, mixed liquor splitter structure), construction of a new filtration facility (disk filtration), construction of a disinfection system (UV disinfection), construction of a cascade aeration structure, modifications to existing solids systems (anaerobic digestion facility, digester control building), and construction of a new dewatering facility, construction of a new waste gas burner, construction of a dewatering feed pump station, construction of a new effluent pump station, construction of a chemical and electrical facility and modifications to the filtrate equalization pump station, administration building, lab building and power distribution building.

City of Pearland New Surface Water Plant CMAR

PEARLAND, TX

Vice President. Coordinating with the client as well as three separate design firms, PLW is providing construction manager at risk services in connection with the final design and construction of the City of Pearland's new \$136M Surface Water Treatment Plant. With time and budget constraints in place, PLW is working in close collaboration with the City, the City's technical advisor, and the three design engineers during all phases of the project. We have finalized negotiations on all early works packages and negotiated the final Guaranteed Maximum Price (GMP) Proposal.

HEB San Antonio Region Support Center

SAN ANTONIO, TX

Progressive Design Build project. \$9M, new primary treatment facility for the dairy waste from HEB productions.

Baytown Area Water Authority: New Surface Water Treatment Plant

BAYTOWN, TX

Vice President. Construction Manager for this \$47M project, construction of a brand new Surface Water Treatment Plant; major structures and work includes a shored raw water intake structure within the existing canal, intake screens and forebay, a low lift pump station, which moves high volumes of water at relatively low discharge pressures to primary treatment train facilities such as a rapid mix basin, pulsed bed clarifier, disinfection basin, and self-backwashing filter. The project also entails numerous chemical dosing systems and water must be conveyed via a transfer pump station and high service pump station,

but also includes capacity in a prestressed concrete ground storage tank. Ancillary aspects of the work includes various sludge pump stations, a recycle pump station, storm water pump station, sludge lagoons, detention ponds, numerous tanks, pumps, piping, valves, electrical systems, instrumentation and control systems, state of the art operations building, several electrical buildings, site utilities, plumbing, HVAC systems, concrete paving, sitework, generator, and switchgear.

Trinity River Authority, \$150M Biosolids Handling (THP) Upgrade

Served as the owner's advisor on the procurement effort to secure this contract using alternative delivery methods (CMAR). Managed the work related to the structuring of procurement documents (RFQ/RFP/Contracts) and lead an effort with the client to best manage major project risks.

City of Austin: \$500M Water Treatment Plant #4

AUSTIN, TX

Served as the owner's advisor on general construction and contracting issues related to the alternate delivery (CMAR) of this major project.

San Jacinto River Authority, \$181M Water Treatment Plant

Served as the owner's advisor on general construction issues related to the project. The project was delivered using the CMAR delivery method.



MICHAL TERLIKOWSKI

PROJECT MANAGER

KEY PERSONNEL

EDUCATION

Masters of Engineering-Environment Engineering | Mechanical Engineering; University of Technology, Lublin, Poland

EXPERIENCE & CERTIFICATIONS

11 years professional experience
5 years, PLW Waterworks
8 years Project Manager
OSHA 30 Hour
CPR | First Aid | Bloodborne Pathogens
Procure, Scheduling in P6 and MS Project
Trilingual- Polish/English/Spanish

Michal coordinates all day-to-day activities with the Project Superintendent, and complete management of the construction schedule. This helps him to better identify and resolve any issues that may arise. Michal works closely with the project team and strives to complete projects on time, within budget, and safely.

Michal came to PLW in 2016 from our sister company Cadagua in Poland, where he specialized in the management of waterworks construction warranties for plant work projects. He was a Project Manager on waterworks projects of various contract delivery methods and since being with PLW he has served as a Project Manager on several large municipal water projects in North Texas.

PROJECT EXPERIENCE

Granbury Water Treatment Plant Improvements Phase II, CMAR

GRANBURY, TX

PROJECT MANAGER. \$13M upgrade and expansion of the WTP from 2.5 MGD to 5.0 MGD to include expansion of the raw water pump station, flocculation and sedimentation basins, MF and RO systems and high service pump station as well as a new 1 MG clearwell storage tank at the existing WTP site. City of Granbury.

Granbury Phase 1 Wastewater Treatment Plant, CMAR

GRANBURY, TX

PROJECT MANAGER. City of Granbury, \$27M, upgrade existing wastewater system, which consists of upgrades to the existing 2.0 MGD South Wastewater Treatment Plant as well as construction of a new 1.0 MGD East WWTP and rehabilitation/improvements of existing collection systems, which is located in the City of Granbury. The existing South WWTP facility is being upgraded with new equipment and treatment technologies, centered around the use of Biological Nutrient Removal and Membrane Bioreactor processes. A new East satellite WWTP will be built along Old Granbury Road, currently there are two site options in the process of being reviewed as potential locations for the proposed East WWTP site.

Rowlett Creek Regional Wastewater Treatment Plant

WYLIE, TX

PROJECT MANAGER. \$49.5M project included modifications and improvements to the existing RWWTP that included new Headworks, Grit Facility, Main Flow Splitter Structure, Wet Weather Pump Station, MBR Facility, UV Facility, and Post Aeration Facility, relocated two existing mechanical screens and washer/compactors from existing Headworks, new Interceptor Diversion Structure, new Headworks Odor Control Facility, relocation of

two existing Odor Control Facilities, new yard piping, site electrical, civil improvements, and miscellaneous structures, Improvements to an existing Chlorine Contact Basin, new server room within the existing operations building, addition of emergency generators and electrical buildings, Improvements and expansion to the Plant Effluent Connection Structure, Relocation of existing utilities, Expansion of a Stormwater Pond, associated instrumentation and control improvements, associated electrical improvements, and demolition.

Chlorine Scrubber and Bulk Storage Area Enclosure Improvements

EULESS, TX

PROJECT MANAGER. \$2.6M new construction of ammonia and chlorine bulk storage building enclosure on existing foundation and partial walls. Installed two new chlorine scrubbers using a 20% caustic solution. Demolished/disposed of existing 16% -18% caustic solution, approximately 33,000 gallons. Installed new ammonia and chlorine bulk tank weight scales. All necessary modifications to ductwork, piping, electrical, and I&C.

CRWS Meter Station Rehabilitation Priority Meter Stations

DALLAS, TX

PROJECT MANAGER. TRA \$4M project to furnish/ install seven wastewater flow metering stations (fiberglass metering manholes with integral flumes) in various locations. Included all associated infrastructure, sanitary sewer pipes of various lengths /diameters, installation of manholes, connections to existing (live) sewer mains, installation of security fencing, meter station power and telemetry equipment, meter station start-up and calibration, installation of access roads, clearing of easements, and all other ancillary work.

MICHAL TERLIKOWSKI

PROJECT MANAGER

KEY PERSONNEL

Trophy Club Wastewater Treatment Plan | Trophy Club MUD 1

DALLAS, TX

PROJECT MANAGER. \$12M, Cadagua and Webber, LLC joint venture. Managed and lead the Production and Control Department through renovations. Created a new pretreatment system based on grates for large solids, rotary screens, flat membranes, bypass pumping to maintain operations and maintain the quality of the disposal.

Wroclaw Water Treatment Plant | \$75M Gorzow Wielkopolski Wastewater Treatment Plant | \$5.7M Jelenia Gora Wastewater Treatment Plant | \$6M Sludge Dryer Wastewater Treatment Plant | \$6.25M

POLAND

PROJECT WARRANTY MANAGER. Managed projects from substantial completion to final completion including budget oversight and any warranty claims. Managed Superintendents to ensure claims were addressed per contract requirements through final completion.

Modernization of Technology in Drinking Water Plant

WARSAW, POLAND

PROJECT MANAGER. \$26.5M improvement design and build to the existing (built in 19th Century) Water Treatment Plant. Included full design documentation and construction of the new filters facility. Technology improvements for secondary lift station, new equipment for ozone production, coagulation facility and new lime water system in the existing lime facility. Project included coordination with the owner with several bypasses during tie in to existing lines and a 40-day shutdown for the construction of a secondary lift station and filter facility.

Siedice Wastewater Treatment Plant

SIEDICE, POLAND

PROJECT MANAGER. \$6.25M Design Build of the Sludge Dryer project to the existing Wastewater Treatment Plant. New medium temperature belt sludge dryer facility with four biogas cogeneration units. Coordination was essential to prevent shut downs of the project per contract.



JUAN MORALES

SUPERINTENDENT

KEY PERSONNEL

EXPERIENCE & CERTIFICATIONS

12 years professional experience
9 years PLW Waterworks
OSHA 30 Hours
Competent Person Fall Protection
Competent Person Excavation
Competent Person Confined Space
Competent Person Trenching and Shoring
Competent Person Scaffolding
CPR | First Aid | Bloodborne Pathogens

Juan will coordinate all day-to-day activities with the Project Manager and the project team. He oversees all coordination of field operations for sub-contracted and self-performed work, manpower, materials, and equipment. He maintains the project schedule, and phasing of trades to control construction sequencing and start/completion target dates, as well as the on-site management and oversight of project quality control and safety.

Juan is a results-oriented superintendent with experience in both water & wastewater. He is an integral part of our project teams. He is known for his communication skills and teamwork with the ability to coordinate multiple trades in a safe and deadline-driven environment.

PROJECT EXPERIENCE

Granbury Water Distribution System, CMAR

GRANBURY, TX

SUPERINTENDENT. \$11M replacement of a surface water treatment plant with a new microfiltration/reverse osmosis water treatment plant that will expand Granbury's treated surface water capacity by more than 5 times (which will entirely replace the existing WTP capacity as well as the City's current wholesale contracted water supply). Improvements to the existing water distribution system to allow for the introduction of this expanded water supply into the distribution system. Added storage capacity with a 250,000 gal elevated storage tank and new booster pump station. City of Granbury.

Granbury Water Treatment Plant Improvements Phase II, CMAR

GRANBURY, TX

SUPERINTENDENT. \$13M upgrade and expansion of the WTP from 2.5 MGD to 5.0 MGD to include expansion of the raw water pump station, flocculation and sedimentation basins, MF and RO systems and high service pump station as well as a new 1 MG clearwell storage tank at the existing WTP site. City of Granbury.

Granbury Phase 1 Wastewater Treatment Plant, CMAR

GRANBURY, TX

SUPERINTENDENT. City of Granbury, \$27M, upgrade existing wastewater system, which consists of upgrades to the existing 2.0 MGD South Wastewater Treatment Plant as well as construction of a new 1.0 MGD East WWTP and rehabilitation/improvements of existing collection systems, which is located in the City of Granbury. The existing South WWTP facility is being upgraded with new equipment and treatment technologies, centered around the use of

Biological Nutrient Removal and Membrane Bioreactor processes. A new East satellite WWTP will be built along Old Granbury Road, currently there are two site options in the process of being reviewed as potential locations for the proposed East WWTP site.

Possum Kingdom Raw Water Facility, CMAR

ABILENE, TX

SUPERINTENDENT. City of Abilene, \$36.4M, 15 MGD Raw Water Roughing Facility With Membrane Filters, Reverse Osmosis, Pump Station, Raw Water Tank, Product Process Steel Tank and Intake Pump System.

Hamby Wastewater Treatment Plant Improvements, Phase II, CMAR

ABILENE, TX

SUPERINTENDENT. City of Abilene, \$86.7M Major rehabilitation of WWTP. Included preconstruction Services, Procurement, and Construction Management for this fast-track drought emergency project designed to recycle water to the City's Fort Phantom Hill Lake. Construction included MBR filtration, RO filtration, Ozone system, fine and coarse screening, grit removal, chemical feed pumps, tanks, piping, blowers, aeration, and an aluminum dome. Received the ENR's Best Project – TX-LA and the WaterReuse Association's Project of the Year awards.

JUAN MORALES

SUPERINTENDENT

KEY PERSONNEL

Hergesheimer Water Treatment Plant*

ABILENE, TX

City of Abilene Installation of Evaporators for salt removal.

Val Vista Water Treatment Plant*

Demolition of existing GAC filtering system and replacement with new system; construction of GAC building (Leopold System), chlorine dioxide building; installation of handrails, stairways and various piping.

Tempe Water Treatment Plant*

Monitored SCADA readings of facility while instrumentation was converted to new system over several months.

Oasis Ground Water Treatment Plant*

Installation of GAC filter beds.

Butler Water Reclamation Facility*

Construction of MBR Building; upgraded pump station and conveyor system that dewatered solids to truck containers.

Solana Solar Plant*

Installation of underground HDPE fusion pipe.

Ocotillo Water Reclamation Facility*

Installation of membrane bioreactors (MBR) to reduce pollution output and sludge production, installation of reverse osmosis system and chemical and storage tanks with piping.

Intel Facility*

Demolition of existing 90-ft stainless steel boiler system tank and coordination to safely disconnect full concentrated chemicals; scrubber installation for return osmosis and ammonia waste with double containment pipe for chemicals and ultra-pure water (2 -20 inch diameter); installation of chemical storage tanks with piping and potable water piping (5,000 ft of 0.5 to 3 inch diameter).

*At other firms

- ✓ CMAR Experience
- ✓ Water and Wastewater Treatment Experience

✓ Local



CRAIG BRITTON

CHIEF ESTIMATOR

KEY PERSONNEL

EDUCATION

Bachelor of Science Architecture
University of Texas

EXPERIENCE & CERTIFICATIONS

36 years professional experience
1 year PLW Waterworks

25 years Scheduler
Aspen Capital Cost Estimator v11 (aka Kbase/ ICARUS)
InEight (Hard Dollar) Estimate

Craig commands a well established team of estimators with a wealth of knowledge in the industry. Craig will work with the preconstruction team to provide well thought out estimates and produce concise reports for thorough review by the team as design milestones are met. Craig will work to vet concepts early allowing decisions to be made in a calculated manner early in the design phase.

Before joining PLW Waterworks Craig has 25+ years of professional experience in Project Controls – Estimating, he has developed an extensive and diverse background as it relates to successfully planning, developing and executing project capital cost estimates. He is particularly skilled in the processes and relationships required to drive cost certainty and successfully bid, win and execute projects. He is accustomed to working with all major E&C functions (Business Development, Sales, Project Management, Engineering, Project Controls, Supply Chain Management, Contracts Administration, Construction, Risk, Commercial Management, Operations Management, Executive Management, and Clients) and has a thorough understanding of their inter-relationships and dependences between each other. He has estimated projects ranging from <\$5M to >\$24B over the course of his career.

ESTIMATING EXPERIENCE

Kiewit Energy Corporation

Senior Estimating Manager

HOUSTON, TX

CDI Engineering Solutions

Senior Estimator | Software Implementation Consultant

HOUSTON, TX

Worley

Director of Estimating

HOUSTON, TX

Dow Chemical

Lead Estimator | Project Controls Lead | Project Engineer

HOUSTON, TX

Jacobs Engineering

Director of Estimating for the Petroleum & Chemicals
Americas Division

HOUSTON, TX

Capital Project Estimator

HOUSTON, TX

Senior Estimator for Global Project Controls Estimating
Services

HOUSTON, TX

Lead Equipment Engineer

HOUSTON, TX

Design Engineer

HOUSTON, TX

Estimating Manager

AL KHOBAR, SAUDI ARABIA

Rockwell International

Estimating Section Lead

HOUSTON, TX

Lead Design Engineer

SHREVEPORT, LA

CDI Engineering Solutions

Estimating Manager

HOUSTON, TX

Chrysler Technologies

Design Engineer

WACO, TX

ConocoPhillips

Cost Estimating Specialist

HOUSTON, TX

Craig believes that meeting expectations and requirements for both internal and external clients, building in cost certainty, and minimizing exposure are the key focal points for every estimate that is developed.

PLW Waterworks has secured \$300M in new projects within Craig's first year as
Estimating Manager at PLW Waterworks.



BENJAMIN ANDERSEN

PRECONSTRUCTION MANAGER

KEY PERSONNEL

EDUCATION

Bachelor Degree in Construction Management; Minnesota State University Moorhead

EXPERIENCE & CERTIFICATIONS

18 years professional experience
6 years, PLW Waterworks
3 years Estimating
OSHA 30 Hour | OSHA 10 Hour
CPR | First Aid | Bloodborne Pathogens
NCCER Instructor

Benjamin has 18 years of experience in the construction industry and 10 years in waterworks construction. Ben has served as the full-time Project Manager on the Chemical System Phase 2 project and the Sludge Pump Station Improvements at the Wylie Water Plant site.

As Estimator | Preconstruction, Benjamin works closely with virtual construction, sustainability and MEP coordination efforts. He has successfully led bid teams to win projects with accuracy and teamwork. He assists budgeting activities including benchmarking, systems analysis, estimating and value engineering. He provides an accurate quantity survey and budget that culminates in an established guaranteed maximum price.

PROJECT EXPERIENCE

Granbury Wastewater Treatment Plant Improvements Progressive CMAR

GRANBURY, TX

PRECONSTRUCTION. The City of Granbury is upgrading and expanding its Water Treatment Plant. The existing 2.5 million gallon per day (MGD) facility is being expanded to 5.0 MGD. The City, seeking to obtain a balance between expedited construction and maximizing cost efficiency in construction has chosen PLW as the CMAR. We are working with the City to best meet the time and budget constraints of this important project. PLW is working in collaboration with the Owner and Design Engineer during all phases of the Project.

Wylie WTP Campus Chemical Systems Improvements Phase 2

WYLIE, TX

PROJECT MANAGER. \$11M WTPs III & IV improvements to chemical pipe trenches, drainage, chemical storage tank containment, ferric sulfate storage and transfer; new metering equipment, new sodium hydroxide and sodium chloride storage facilities, storage tank emergency.

John Hargrove Environmental Complex (JHEC) City of Pearland

PEARLAND, TX

PRECONSTRUCTION. \$71M Progressive, design, construction, and rehabilitation of the existing 4.0 MGD WRF and an expansion to 6.0 MGD at the JHEC WRF owned and operated by the City of Pearland. This expansion is planned to utilize sequencing batch reactors as the primary treatment technology.

Pearland Surface Water Plant Progressive

PEARLAND, TX

PRECONSTRUCTION. \$136M, Coordinating with the client as well as three separate design firms, PLW is providing construction manager at risk services in connection with the final design and construction of the City of Pearland's new Surface Water Treatment Plant. With time and budget constraints in place, PLW is working in close collaboration with the City, the City's technical advisor, and the three design engineers during all phases of the project. We have finalized negotiations on all early works packages and negotiated the final Guaranteed Maximum Price (GMP) Proposal.

Rowlett Creek Regional Wastewater Treatment Plant

WYLIE, TX

PRECONSTRUCTION. \$49.5M project included modifications and improvements to the existing RWWTP that included new Headworks, Grit Facility, Main Flow Splitter Structure, Wet Weather Pump Station, MBR Facility, UV Facility, and Post Aeration Facility, relocated two existing mechanical screens and washer/compactors from existing Headworks, new Interceptor Diversion Structure, new Headworks Odor Control Facility, relocation of two existing Odor Control Facilities, new yard piping, site electrical, civil improvements, and miscellaneous structures, Improvements to an existing Chlorine Contact Basin, new server room within the existing operations building, addition of emergency generators and electrical buildings, Improvements and expansion to the Plant Effluent Connection Structure, Relocation of existing utilities, Expansion of a Stormwater Pond, associated instrumentation and control improvements, associated electrical improvements, and demolition.

BENJAMIN ANDERSEN

PRECONSTRUCTION MANAGER

KEY PERSONNEL

Radium Reduction Project

BRADY, TX

PRECONSTRUCTION. Scope is to meet the minimum radionuclides requirements set by EPA, consisting of Radium Removal Equipment, Iron Removal Equipment, two single-pedestal elevated storage tanks, two welded-steel ground storage tanks, 10 miles of underground PVC pipe and six new pump stations that pump the groundwater from the existing well sites to the Water Treatment plant for radium and iron removal treatment. CMAR project

Walcrest Pump Station and Reservoir Improvements

DALLAS, TX

PROJECT MANAGER on this \$37M Pump station and reservoir with pump room and control room, yard piping and distribution piping, earthwork and grading; tie-ins to existing facilities. Demo existing pump station, reservoir and piping. Upon completion, the pump station is to be remotely operated from the White Rock Pump Station Control Center.

Chemical Systems Improvements Project, Phase 1B

WYLIE, TX

PROJECT ENGINEER on the \$8M project involving new chemical pipe trenches, drainage improvements, ferric sulfate storage improvements, new sodium hydroxide storage facilities, storage tank emergency shut-off valves, ammonia facility improvements, painting, electrical improvements, instrumentation improvements, ammonia facility improvements, and other item.

Sludge Pumping Station Improvements for Water Treatment Plants I and II

WYLIE, TEXAS

PROJECT MANAGER on this 1.7M Pump Station Improvement Project, consisting of installation of new pumps, valves, electrical equipment, and piping. Also includes bypass pumping.

Wastewater Treatment Plant for Conoco Phillips

WOOD RIVER, IL.*

PROJECT SUPERINTENDENT for a \$31M Wastewater Treatment Plant project. Involved managing the project construction schedule, change orders and costs; scheduled, coordinated and managed Mechanical & Electrical subcontractors.

Steed Pump Station

NORTHERN VIRGINIA*

LEAD PROJECT ENGINEER for a \$6M pump station project.

Longley Lane Water Treatment Plant

RENO, NV.*

LEAD PROJECT ENGINEER on a \$10M Water Treatment Plant.

Truckee Meadows Wastewater Treatment Plant

RENO, NV*

PROJECT ENGINEER for a \$42M Wastewater Treatment Plant.

F. Wayne Hill WRF – Contract 4

BUFORD, GA*

PROJECT ENGINEER on a \$85M Wastewater Treatment Plant.

Shoal Creek Water Treatment Plant

BUFORD, GA*

PROJECT ENGINEER Intern on a \$100M Wastewater Treatment Plant.



JUSTIN
TEAGUE

COSS, CSHO, SHEP

PROJECT SAFETY MANAGER

KEY PERSONNEL

EXPERIENCE & CERTIFICATIONS

14 years professional experience
8 years PLW Waterworks
14 years Safety
2020 & 2021 HCA Safety Committee Chairperson

Justin is responsible for project pre-planning to ensure that all safety and health concerns are addressed early, coordination of safety and health policies and procedures company-wide, and for providing leadership and motivation for attainment of our company safety goal of creating safe, harm free workspaces and operations for everyone, everyday.

Justin implements, manages and maintains safety training programs for Project Superintendents, Project Managers, Safety Coordinators and Foremen. He conducts on-site inspections to ensure staff follows the safety plan. In the rare event of an accident, he conducts an investigation and provides written reports.

SAFETY EXPERIENCE

LICENSES & CERTIFICATIONS

Safety, Health, and Environmental Professional
Certified Safety and Health Official in Construction Industry
Specialist in Safety and Health in General and Industry
Certified Occupational Safety Specialist
Competent Person Fall Protection
Competent Person Trenching and Shoring
Competent Person Confined Spaces
Competent Person Scaffolding
CPR | First Aid | Bloodborne Pathogens
SWPPP Trained
Medic First Aid Instructor for CPR, First Aid, AED, and Blood Borne Pathogens
Crosby Fundamentals of Rigging- 8hrs
Crosby-ASME Rigging Trainer
Train the Trainer-Fall Protection University of Houston-Clear Lake
DISA Supervisor Reasonable Cause Training
RM 101-Safety, healthy and Environmental Risk Management Principles
ETI 101-Intro to Environmental Compliance
WTR 301 - Introduction to Water and Waste water Regulation
Train the Trainer - Excavation and Trenching Safety | University of Houston - Clear lake

OSHA

OSHA Authorized Construction Trainer for OSHA 10 and 30 Hour (Construction)
OSHA 500-Trainer Course in OSHA Standards for the Construction Industry
OSHA 510-Standards for Construction
OSHA 511-Certification (Standards for General Industry)
OSHA 521-OSHA Guide to Industrial Hygiene
OSHA 2055-Cranes in Construction
OSHA 2264-Permit Required Confined Spaces
OSHA 3015-Excavation, Trenching, Soil Mechanics
OSHA 3085-Principles of Scaffolding
OSHA 3095-Electrical
OSHA 3115-Fall Protection
OSHA 7100-Introduction to Machinery and Machine Guarding
OSHA 7105-Evacuation and Emergency Planning
OSHA 7400-Noise Hazards in the Construction Industry
OSHA 7845- Record keeping Rule Seminar



- ✓ CMAR Experience
- ✓ Water and Wastewater Treatment Experience

- ✓ Local
- ✓ Package Plant Experience



RAY PICKETT

CMQ/OE

PROJECT QUALITY CONTROL MANAGER

KEY PERSONNEL

EDUCATION

Bachelor of Science in Business Administration, Accounting and General Management; University of Central Missouri

EXPERIENCE & CERTIFICATIONS

27 years professional experience

3 years PLW Waterworks

27 years Quality Control

Ray has more than 27 years of expertise as a Certified Manager of Quality in the design and construction services industry and has been involved in many prominent construction projects in both Texas and Missouri. Well-known and respected in the Houston area he brings a proven track record of creating excellent working relationship with clients, government administrations, contractors, property owners, and the general public.

LICENSES | CERTIFICATIONS | TRAINING | AFFILIATIONS

American Society for Quality (ASQ), Member

American Concrete Institute (ACI)

OSHA 30 Hours | Safety and Health

ASQ Certified Manager of Quality/Organizational Excellence

Certified US Army Corps of Engineers, Construction Quality Management for Contractors

Post-Tensioning Institute (PTI) Level 1 Multistrand PT installation

Lean Practitioner

ISO 9001 Certified Lead Auditor in Quality Management

Systems

Missouri Department of Training (MoDOT), MUTS

Certified Hazardous Material Technician, St. Charles County

Safety Trained Supervisor

Hazardous Waste Operations and Emergency Response

Asbestos Abatement Contractor/Supervisor

Emergency Response - First Responder

NHI Drilled Shaft Construction

CPR | First Aid | Bloodborne Pathogens

Medic First Aid International

QUALITY ASSURANCE AND QUALITY CONTROL MANAGERIAL EXPERIENCE

Experienced in leading, training, and engaging inspectors, technicians, engineers and designers in a culture of Quality by implementing a sound QA/QC Management System and providing confidence that the results meet and conform to the Contract and client requirements.

Proficient in developing an effective Quality Control and Quality Assurance staff, QA/QC policies and objectives, Inspection and Test Plans (ITP's), and Supplier/Subcontractor quality processes.

Proficient in conducting risk based ISO-9001 and NQA-1 compliant audits of Quality Management Systems aimed at assessing quality requirements and promoting continuous improvement.

Experienced developing Audit Teams to assess suppliers, design firms, fabricators, construction, subcontractors, and labs. This includes examining supplier submittals and subcontractor QA/QC Plans and the Certification of design deliverables.

Knowledgeable of industry quality standards including API, ISO, NQA-1, A2LA, AASHTO, ISO/ISC, NRMCA, PCI and NPCA, AISC, ACI, ASHI, ASTM, ASME, and ANSI. Experienced with working with Government agencies, including government and quality program systems, codes and standards utilized to satisfy contract requirements.

Knowledgeable of engineering methods and inspection techniques applied to design and construction of Private

and Public infrastructure: (Gas/steel pipe, Water, Storm, Sanitary Sewer, Conduit/Duct Bank, Signals, Lighting, & ITS); Water Treatment Plants, Remediation of Radiological Contaminated and Mixed Hazardous Waste (DOE); Highways, Light Rail, HDPE liner and pipe installation (Fusion Welding), and Monitor Well Installation, Drilling, and Sampling.

Knowledgeable of NDE examination techniques including hydrostatic, pressure, magnetic particle, dye penetrate, spark testing, vacuum, and certified in civil construction services including concrete, soil, asphalt and steel; and light rail construction.

Ability to understand and interpret quality procedures and systems, contract and design documents, improvement plans/ profiles, cross sections, details, specifications, special provisions, cut sheets, and permits.

Subcontract management; service contracts and facility maintenance; government purchasing guidelines; warehouse administration; and accounting practices. Hands-on experience in research, investigations, and evaluation of existing utilities.

Proven highly satisfactory working relationship with contractors, property owners, general public, and government administrations and demonstrates excellent communication and customer service skills.

- ✓ CMAR Experience
- ✓ Water and Wastewater Treatment Experience

- ✓ Local
- ✓ Package Plant Experience



JOSE EMILIO

COMMISSIONING MANAGER

ALTERNATE KEY PERSONNEL

EDUCATION

Bachelor of Science in Industrial Engineering and Machinery :
Las Palmas University, Spain

EXPERIENCE & CERTIFICATIONS

23 years professional experience
15 years Commissioning
6 years PLW Waterworks
Electrical & Solar Telecom Training
Special Waterproofing Treatment | Sealing Joints | Treatment
in Deposits Channels and Wastewater Training
Occupational Risk Management
OSHA 30 Hours | Competent Person Excavation
Competent Person Trenching and Shoring
Basic Level of Prevention in Construction
CPR | First Aid | Bloodborne Pathogens
Trilingual in Spanish, English and French

Jose will oversee the implementation of quality programs and policies for the project to ensure adherence to the firm-wide quality management system. He ensures all project planning and execution adhere to appropriate quality elements. Monitors progress of QMS conformance, and works with field and project staff to understand quality requirements.

Jose is a highly accomplished, multi-faceted individual with extensive experience in planning and managing quality on successful projects of all sizes. Jose excels in the mechanical portion of a project along with start up and commissioning. His valuable experience comes to PLW through our parent company Ferrovial Agroman in Spain which is one of the largest infrastructure firms in the world, where he worked on projects for Cadagua US, one of our affiliate companies.

PROJECT EXPERIENCE

SAWS Agua Vista Station

SAN ANTONIO, TX

COMMISSIONING MANAGER. New \$70.7M Water Treatment Facility which will provide 50,000 acre-feet of water to meet the growth needs and diversify the city's water supply. Major systems include carbon dioxide and liquid lime feed systems, pressure filters and backwash system, on-site sodium hypochlorite generation, fluoride feed system, standby power generator, high service pumps, and solids processing including a recovery basin, thickener, polymer feed and sludge pump station. Project also included site work, large diameter yard piping with valves, electrical, instrumentation and all other ancillary facilities and equipment.

Walcrest Pump Station and Reservoir

DALLAS, TX

COMMISSIONING MANAGER. \$37M new 85 MGD pump station and reservoir with pump room and control room, yard piping and distribution piping, earthwork and grading; tie-ins to existing facilities. Incorporating newer, more efficient technology and providing greater reliability for the Dallas Distribution system. Construction of two 10 million gallon storage reservoirs to replace the existing 20 million gallon reservoir. Demo existing pump station, reservoir and piping. Upon completion, the pump station is to be remotely operated from the White Rock Pump Station Control Center.

Rowlett Creek Regional Wastewater Plant

WYLIE, TX

COMMISSIONING MANAGER. \$53M modification to the existing Regional Wastewater Treatment Plant that includes new headworks, grit facility, main flow splitter structure,

wet weather pump station, MBR facility, UV facility, and post aeration facility; relocation of two existing mechanical screens and wastewater/compactors from existing headworks.

Trophy Club Wastewater Treatment Plant

TROPHY CLUB, TX

MECHANICAL SUPERINTENDENT. \$13M joint venture (Webber/Cadagua) Renovated existing plant and added a new pre-treatment system based on bar screens for large solids, rotary screens and flat membranes and bypass pumping to maintain operations and maintain the quality of the effluent.

Jorf Lasfar SWRO Plant, Groupe OCP*

CASABLANCA, MOROCCO

COMMISSIONING MANAGER. \$80M new greenfield project of a SWRO desalination plant with a production capacity of 20 MGD for industrial use based on dissolved air flotation, ultra-filtration and reverse osmosis. Construction of new administration building, access road and reverse osmosis building; pre-treatment building; central control room; hypochlorite plant building; and the installation of valves, product water tanks, underground piping and water distribution pipes. Fencing and construction of the gate house and fire water pump house, landscaping, tie-in to the product water tank and the construction of concrete, masonry and metal buildings. Head of Mechanical Engineering Department.

JOSE EMILIO

COMMISSIONING MANAGER

ALTERNATE KEY PERSONNEL

El Morro Sea Water Reverse Osmosis Desalination Plant*

EL MORRO, CHILE

PROJECT MANAGER. \$60M desalination plant which consisted of construction of a reverse osmosis process, with a production capacity of 740l/s of desalinated water, and nominal production of 640l/s. The plant will capture a maximum of 2,028l/s, and waste from the process will be discharged back into the sea at a rate of around 1,389l/s. The intake pipeline will be 435m long, 1,200mm in diameter and submerged at a depth of 30m. The discharge pipeline was 340m long, 900mm in diameter and submerged at a depth of 20m.

Tenoya Wastewater Treatment Plant—Ministry of Environmental Affairs*

CANARY ISLANDS, SPAIN

\$4.M Design Build project for an upgraded wastewater treatment facility. START-UP | COMMISSIONING MANAGER.

Tamaraceite Wastewater Treatment Plant for the Ministry of Environmental Affairs*

CANARY ISLANDS, SPAIN

\$10M Design-Build project for an upgraded wastewater treatment facility. START-UP | COMMISSIONING MANAGER.

Almendraejo Wastewater Treatment Plant, Confederación Hidrográfica del Guadiana (River Authority)*

BADAJOS, SPAIN.

\$12.5M Design-Build project. START-UP | COMMISSIONING MANAGER.

Gavá-Viladecans WWTP*

BARCELONA, SPAIN

\$18M Design-Build project. START UP | COMMISSIONING ENGINEER.

Guillarei Wastewater Treatment Plant*

PONTEVEDRA, SPAIN

\$2.1M project. START UP | COMMISSIONING ENGINEER.

*Ferrovia Agroman and Cadagua USA are Affiliate companies to PLW Waterworks, LLC

- ✓ CMAR Experience
- ✓ Water and Wastewater Treatment Experience

- ✓ Local
- ✓ Package Plant Experience



RYAN HEBERT

SCHEDULER

KEY PERSONNEL

EDUCATION

Bachelor of Science in Construction Science:
Louisiana State University

EXPERIENCE & CERTIFICATIONS

20 years professional experience
2 years PLW Waterworks

15 years Scheduler
Project Management
PV Project Planner
Resource Cost Analysis
Manage Cost Data
Primavera Project Planner

Ryan has over 20 years of professional experience in Construction including 15 years as a scheduler. He has created master integrated project schedules, as well as tracked engineering, submittals, procurement, construction progress, forecast delays and proactively derived recovery plans for delays on projects varying from Water/Wastewater projects, Oil refineries, 1000 megawatt combine cycled powerhouses, design/build storm-flood protection barriers, nautical access gates, concrete structured high-rise buildings and commercial projects.

Ryan is responsible for the development of scheduling best practices and training for PLW. This includes preparing baseline schedules and reviewing project updates to ensure contract compliance and meeting of required completion dates. Ryan also provides recommendations to improve project schedules and performs forensic studies during time impact analysis.

SPECIFIC SCHEDULING SERVICES INCLUDE

- Prepare P6 baseline schedules.
- Develop and provide scheduling training.
- Establish scheduling standards and best practice for the company and project.
- Prepare Time Impact Analysis and claims.
- Support estimating with bid schedules.
- Support operational and project teams in weekly and monthly updates.
- Support the project manager in preparing recovery schedules as needed.
- Visit project site to evaluate projects progress and provide recommendations.
- Building Bid Schedules.
- Monitor construction progress to ensure project meets contract milestones.
- Provide training in CPM schedule concept and development.
- Review/approve sub's baseline CPM schedules.
- Perform design reviews and offer recommendations.
- Develop, update, and report the program CPM schedule using the latest P6 version.
- Prepare and update construction CPM schedules.
- **HEB San Antonio Region Support Center** | SAN ANTONIO, TX
- **John Hargrove Environmental Complex Expansion (JHEC)** | PEARLAND, TX
- **Rowlett Creek Regional Wastewater Plant** | WYLIE, TX
- **WCID** | SUGARLAND, TX
- **Johnson County Special Utilities District Water System Improvements CMAR** | CLEBURNE, TX
- **Brady CMAR** | BRADY, TX
- **Granbury Wastewater Treatment Plant Improvements Progressive CMAR** | GRANBURY, TX
- **Granbury Water Distribution System, CMAR** | GRANBURY, TX
- **Walnut Creek Wastewater Treatment Plant (4 projects)** | AUSTIN, TX
- **Panther Project, Celanese** | HOUSTON, TX
- **Ector County Energy Facility, Duke/Flour Daniels** | ODESSA, TEXAS
- **Arlington Valley Energy Facility, Duke/Flour Daniels** | DEMING, NEW MEXICO
- **Magnolia (Top-Sides), Conoco Phillips** | INGLESIDE, TEXAS
- **Yuhuang Methanol Facility, Yuhuang Chemical Co** | ST. JAMES, LOUISIANA
- **Refineria del Pacifico, PetroEcuador** | MANTA, ECUADOR
- **Refinery Refurbishment Project, Suncor Refinery** | DENVER, CO
- **ThyssenKrupp Steel Facility, ThyssenKrupp Inc.** | MT VERNON, ALABAMA
- **IHNC – Floodwall, United States Corp of Engineers** | NEW ORLEANS, LOUISIANA
- **IHNC – Dredging & Marsh Re-nourishment, United States Corp of Engineers** | NEW ORLEANS, LOUISIANA
- **IHNC – MRGO Fill, United States Corp of Engineers** | NEW ORLEANS, LOUISIANA

PROJECT SCHEDULING EXPERIENCE

- **Sister Grove Regional Water Resource Recovery Facility Projects (4 projects) CMAR** | WYLIE, TX
- **City of Pearland Surface Water Plant CMAR** | PEARLAND, TX
- **Northeast Water Purification Plant Expansion, Yard Piping Package 8 & High Service Pump Station** | HUMBLE, TX
- **San Antonio Water Treatment Plant - Leon Creek and Artesia** | SAN ANTONIO, TX



City of Alvarado
104 W. College Alvarado, TX 76009
817-790-3351 ♦ Fax 817-783-7925 ♦ www.cityofalvarado.org

June 6, 2022

Peter T. Bailey
PLW Waterworks, LLC
1725 Hughes Landing Blvd, Suite 1200
The Woodlands, Texas 77380

Re: Construction Manager at Risk Services
Alvarado WWTP Expansion

The City of Alvarado has completed its evaluation and ranking of the CMAR Proposals for the above referenced project. PLW Waterworks was not selected as the CMAR. We appreciate the time and effort that was expended with the preparation of your Proposal and attending the interview. Thank you to you and your team and wishing you success on all your projects.

Sincerely,

Paul DeBuff
City Manager

cc: Chad Simmons/FNI

**AGREEMENT FOR SERVICES
CITY OF ALVARADO**

THIS AGREEMENT FOR SERVICES (this "Agreement"), made and entered into this ____ day of June and between City of Alvarado, a body politic and corporate of the State of Texas, (hereinafter referred to as the "City"), and The John R. McAdams Company, Inc (hereinafter referred to as "Contractor").

WHEREAS, Contractor, has agreed to provide services in a professional manner in accordance with the standards of Contractor's industry and as hereinafter set forth; and

WHEREAS, the City wishes to enter into an Agreement with Contractor to provide the services specified in Appendix 1, Scope of Work, attached hereto and incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual agreements described below, the parties agree as follows:

1. **Term of Agreement:** The initial term of this Agreement shall commence on June ____, 2022 and continue until terminated.
2. **Scope of Service:** The Contractor shall provide to the City the Services (the "Services") set forth in the "Scope of Work" attached hereto as Appendix 1, which is incorporated herein and made an integral part of the Agreement.
3. **Independent Contractor:** City of Alvarado and the Contractor agree that Contractor is an independent contractor and shall not represent itself as an agent or employee of City of Alvarado for any purpose. The Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees. For purposes of this Contract taxes shall include, but not be limited to, Federal and State income, Social Security, and Unemployment Insurance taxes. The Contractor shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.
4. **Compensation:** As compensation for the services to be provided by Contractor, the City shall pay the Contractor the amount as set forth in Appendix 1 within 30 days of invoice receipt.
5. **Insurance:** Contractor shall maintain insurance policies at all times with minimum limits as follows:

Coverage

Worker's Compensation

Statutory Limits

General/Professional Liability

\$100,000 bodily injury per person (BI)

\$500,000 bodily injury per occurrence (BI) \$100,000 property damage (PD)

Automobile Liability

\$250,000 bodily injury per person (BI)

\$100,000 properly damage (PD)

All insurance policies shall be issued by companies authorized to do business under the laws of the State Texas and shall be rated not less than "A" by AM. Best and Company. Contractor shall furnish Certificates of Insurance to the City, naming the City as an additional insured, prior to the commencement of operations. The certificates shall clearly indicate that Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve Contractor from any liability or obligations under this Agreement.

6. Confidentiality: All proprietary data and information, if any, furnished to Contractor by the City shall be regarded as confidential, shall remain the sole property of the City, and shall be held in confidence and safekeeping by Contractor for the sole use of the City and Contractor under the terms of this Agreement. Contractor agrees that its officers, employees, and agents will not disclose to any person, firm, or entity other than the City or its designated legal counsel, Accountants, Engineers, or practice management consultants any information about the City. Contractor agrees to carry out its obligations to the City in compliance with all privacy and security regulations required by law.
7. Status of Parties: Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between Contractor and the City. Contractor and its employees and representatives are independent contractors, solely responsible for its or their performance under this Agreement and shall have no legal authority to bind the City.
8. Assignment and Subcontracting: Neither this Agreement nor any rights or obligations hereunder shall be subcontracted, assigned, or delegated by Contractor without prior written consent of the City, which consent may be withheld in the City's sole discretion.
9. Binding Effect: This Agreement shall be binding upon the parties hereto, their heirs, administrators, executors, Successors, and assigns, if such assignment has been approved by the City.
10. Notices: Any notice or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been given on the date delivered personally or deposited in the United States Postal Service, certified mail, return receipt requested, with adequate postage affixed, addressed as follows:

City of Alvarado
Attn: Paul DeBuff, City Manager
104 W. College Ave
Alvarado, TX 76009

The John R. McAdams Company, Inc.
Attn: Robert J. Dollak, Jr., PE | Vice President
201 Country View Drive
Roanoke, TX 76262

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this paragraph.

11. Governing Law: This Agreement and the rights and obligations to the parties hereunder is performable in Denton County, Texas and shall be construed and governed by the laws of the State of Texas. Mandatory

venue for any proceedings arising hereunder shall be in the state court of appropriate jurisdiction located in Denton County, Texas.

12. Modifications: This Agreement may be amended or modified by the mutual written consent of the parties. A modification is not enforceable against the City unless it is signed by the City Manager or other duly authorized official.
13. Entire Agreement: This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.
14. Waiver: A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.
15. Termination: This Agreement may be terminated as follows:
 - (i) Cause: If the services provided by the Contractor under this Agreement are determined to be unsatisfactory or unacceptable, as determined by the City Manager, this Agreement may be terminated by the City for default. Grounds for termination for default shall include, but not be limited to:
 - (a) Failure to respond to all reasonable requests from the City to provide services covered by this Agreement.
 - (b) Failure to maintain equipment in accordance with the requirements of this Agreement and with all laws.
 - (c) Lack of proper insurance as required under this Agreement.
 - (d) Charging rates or fees in excess of those provided in this Agreement.
 - (e) Inefficient, or unsafe practices in providing services.
 - (f) Other actions which impact unfavorably on the faithful performance of this Agreement.
 - (ii) Convenience: The City reserves the right to terminate this Agreement upon thirty (30) days written notice to Contractor for any reason deemed by the City to serve the public interest. This termination for convenience will not be made when termination is authorized under any other provisions of this Agreement. In the event of such termination for convenience, the City shall pay the Contractor those costs directly attributable to services received by the City in compliance with the Agreement prior to termination. Provided, however, that no costs will be paid to the Contractor which are recoverable in the Contractor's normal course of doing business. The City is not liable for loss of any profit anticipated to be made hereunder, nor for any special, consequential, or similar damage.

16. Annual Appropriations and Funding. This Agreement is subject to the annual appropriation of funds by the City of Alvarado City Council. Notwithstanding any provision herein to the contrary, in the event that funds are not appropriated for this Agreement, the City shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment for all service satisfactorily provided under this Agreement up to and through the Contractor's receipt of notice of termination.
17. City Policy: The City opposes discrimination on the basis of race and sex and requires all of its contractors to provide a fair opportunity for minorities and women to participate in their work force and as subcontractors and vendors under City contracts.

IN WITNESS WHEREOF, the parties have executed this Agreement in their official capacities with legal authority to do so.

By: _____
Paul DeBuff, City Manager

Date: _____
City of Alvarado, Texas
104 W. College Ave
Alvarado, TX 76009
Phone: 817. 790. 3351
Email: debuffp@cityofalvarado.org

By: _____
Eric P. Wilhite, AICP | Director, Civic Spaces

Date: _____
The John R. McAdams Company Inc.
201 Country View Drive
Roanoke, TX 76262
Phone: 817.773.3499
Email: ewilhite@mcadamsco.com

**APPENDIX 1
SCOPE OF WORK**

PROJECT NAME / Location:

City of Alvarado. Texas

SCOPE OF SERVICE: (List specific work / tasks to be done)

- McAdams planner will be present at city offices one (1) day per week. This day may be a determined day or adjust to coincide with same day as Planning and Zoning Commission or City Council meeting on third Monday of the month.
- McAdams will be at city offices to assist in the acceptance and processing of planning development application submittals.
- McAdams will assist city management and leadership team in the training of other city staff in the daily functions and duties of planning and development services within the city.
- McAdams will provide expertise, technical assistance, regarding inquiries for proposed development projects.

TOTAL COSTS: Hourly, see attached rate schedule. This rate schedule may be revisited annually, and rates amended if agreed upon by McAdams and the City.

1. Specifications for contract by hourly charge, the following rates apply

ROLE	RATE	ROLE	RATE
Principal-in-Charge	\$210 / hour	Designer II	\$120 / hour
Senior Project Manager	\$190 / hour	Designer I	\$105 / hour
Project Manager	\$150 / hour	Senior CAD Technician	\$110 / hour
Senior Project Engineer	\$150 / hour	CAD Technician	\$90 / hour
Project Engineer	\$140 / hour	Survey Director	\$190 / hour
Intern	\$80 / hour	Survey Project Manager	\$150 / hour
Senior Landscape Architect	\$150 / hour	Survey Technician	\$105 / hour
Landscape Architect	\$140 / hour	Survey Crew (2 Man)	\$145 / hour
Landscape Designer	\$120 / hour	SUE Project Manager	\$150 / hour
Senior Planner	\$185 / hour	SUE Technician	\$85 / hour
Planner	\$130 / hour	UAS Crew	\$225 / hour
GIS Manager	\$180 / hour	Senior Project Coordinator	\$95 / hour
GIS Technician	\$110 / hour	Construction Services Manager	\$210 / hour
Graphics / Media Design	\$100 / hour	Construction Services Professional	\$150 / hour
Technical / Grant Writer	\$100 / hour	Construction Observation	\$140 / hour
Technical Manager	\$150 / hour		

Hourly services are recorded and rounded to the nearest 1/4 hour.

2. The following charges apply on all contracts, for copies of plans and specifications sent out of the Engineer's office (to Owner, City regulatory agencies, bidders, contractor, other consultants, etc.):

ITEM	FEE	ITEM	FEE
Oversize + Color Rep.	\$3.00 / each	Oversize Mylar Sepia	\$20.00 / each
Paper Reproductions	\$2.00 / each	Mylar Sepia	\$15.00 / each
Specifications	\$0.10 / each	Paper Sepia	\$5.00 / each

3. The following rates are charged in addition to the above fees:

ITEM	FEE
Fees Paid for Permits and Applications	Cost Plus 10%
Outside Photocopying, Travel, Overnight Delivery, Postage for Mass Mailings	Cost Plus 5%
Subcontractor Invoices	Cost Plus 12.5%

4. Fees are subject to adjustment at the beginning of each calendar year.

5. Projects are billed on a monthly basis and invoices are due upon receipt. Invoices which have been not been paid within 30 days are past due and subject to finance charges of 1.5% per month.



5/11/2022

Day Services, LLC

1936 S. State Hwy. 171

Cleburne TX. 76031

Rick (817)933-0657

Location: 1.09 Acres J.M Ross Survey

Alvarado TX.

Proposal: City of Alvarado Pre Construction Cost Water

Sheets 2/14/2022 (City markups 4/23/2022)

Scope:	<u>Unit:</u>	<u>Total:</u>
<u>Water</u>		
- 1 – Connect to existing 6" water line w/8" x 6" reducer	\$ 2,150.00	\$ 2,150.00
- 150 LF Bore & encasement under driveway	\$ 210.00	\$ 31,500.00
- 307 LF 8" DR 18 Water line	\$ 60.00	\$ 18,900.00
- 2 – 8" x 6" Tees	\$ 950.00	\$ 1,900.00
- 2 – 8" Gate valves	\$ 2,250.00	\$ 2,250.00
- <u>Testing</u>	<u>\$ 2,500.00</u>	<u>\$ 2,500.00</u>
	Total:	\$ 59,200.00

The connection to existing water could change in pricing depending on the existing fire hydrant connection.

ORDINANCE NO. 2022-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS, AMENDING THE FEE SCHEDULE OF THE CITY OF ALVARADO BY INCREASING GARBAGE COLLECTION CHARGES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas is a general-law municipality located in Johnson County, created in accordance with the provisions of Chapter 6 of the Local Government Code and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, Ordinance No. 93-010, as amended, established the residential and commercial garbage collection charges for the City of Alvarado; and

WHEREAS, the City Council desires to increase the garbage collection charges in order to recoup the expenses incurred by the City of Alvarado in providing such garbage collection service;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL, CITY OF AVARADO, TEXAS:

SECTION 1

That, Appendix 1, Section 2.00 of the Code of Ordinance is hereby amended to read as follows:

§2.00 Garbage Collection Charges.

The monthly rate for City garbage, trash, and refuse collection services shall be as follows:

(1) Residential Rates:

(a) \$9.57 per family unit – once a week pickup.

(2) Residential Recycle Collection:

(a) \$ 3.95 per month – (one cart, every other week)

(b) Senior citizens have the privilege to opt-out of residential recycle collection and the fee associated with this service. Application for qualification to opt-out of service must be made at Alvarado City Hall. Resident must be at least 65 years old, the home owner and must reside at the address.

(c) \$8.04 additional polycart/per month (Max 3 per home)

Optional Service- Off-schedule bulk collection is available for a fee. Residents must make arrangements directly with Republic Services and service will be quoted and pre-paid prior to collection. Minimum fee for this service is \$41.43 per collection for one truck hopper full of waste. Republic will not collect items that are too heavy to be safely loaded into collection vehicle, items that may damage collection vehicle or items that are not accepted at the landfill.

(3) Commercial Rates (includes industrial, institutional, multi-family, and church customers):

a) \$30.06 per month, Commercial Curbside Trash (2 carts, once per week)

(4) Commercial Recycle Rates

(a) \$ 3.95per month, Commercial Recycle Collection (1 cart, every other week)

(b) \$8.04 additional polycart/per month.

COMMERCIAL FRONT LOAD RATES

PICKUPS PER WEEK

SIZE	1X	2X	3X	4X	5X	EXTRA
2 YD	71.76	113.61	155.45	197.32	237.15	34.35
3 YD	93.48	163.55	235.37	271.05	332.83	35.37
4 YD	118.63	203.10	291.18	326.88	400.60	44.20
6 YD	147.38	260.61	372.03	437.08	534.13	70.67
8 YD	195.89	327.12	458.31	551.93	673.63	86.62

Casters: \$ 7.57 Locking Container: \$ 1.51/lift

Extra Yardage: \$ 26.80/yard Removal/Exchange/Delivery \$ 26.80

INDUSTRIAL ROLL CONTAINER RATES

SIZE	TYPE	DELIVERY/ RELOCATE	MONTHLY RENTAL	HAUL RATE/LOAD	DEPOSIT PER CONTAINER
20 YD	OPEN TOP	96.49	112.57	375.21	\$ -
30 YD	OPEN TOP	96.49	112.57	455.61	\$ -
40 YD	OPEN TOP	96.49	112.57	536.02	\$ -
30 YD	COMPACTOR	NEGO	NEGO	551.02	NA
35 YD	COMPACTOR	NEGO	NEGO	621.77	NA
40 YD	COMPACTOR	NEGO	NEGO	692.53	NA
42 YD	COMPACTOR	NEGO	NEGO	721.48	NA

Dry Run Fee: \$ 96.49 Removal Fee: \$ 96.49 Relocate Fee: \$96.49

Washout Fee: \$187.61 must be scheduled with a haul.

FRANCHISE FEE: 15% Commercial & Residential 10% Industrial

Note 1: No charge for dumpsters at City Hall, Library, Public Works Department, and Fire Department.

The above rate applied to service rendered within the City limits. For all services furnished by City to customers outside its corporate limits, the rates shall be an additional one hundred percent (100%) of the rates above.

Additional charges: For other containers and services, rates will be negotiated with the city contractor, subject to approval of the city.

SECTION 2.

This ordinance shall be cumulative of all provisions of ordinances of the City of Alvarado, Texas except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of the ordinance are severable, and if any phrase, clause, sentence, paragraph or section of the ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4.

This ordinance shall be in full force and effect beginning July 1, 2022.

AND SO IT IS ORDAINED.

Passed on this the 20th day of June, 2022, by a vote of _____ to _____.

CITY OF ALVARADO

BY: _____
Jacob Wheat, Mayor

ATTEST:

Beth A Walls, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Ashley Dierker, City Attorney



**BlueCross BlueShield
of Texas**

**Texas Mid Market Business
PPO Renewal**

Group Name: **CITY OF ALVARADO**
Group Number: **000216553**

Renewal Effective: **08/01/2022**
Total Group Contracts: **58**
Total Contracts: **58**
Total Members: **76**

Reg/Dist/Terr: **02/ 001/ 008**

Sales Presentation

Current Plan Rates

	EO	ES	EC	EF	Total
MM18	\$ 686.15	\$ 1,580.65	\$ 1,448.57	\$ 2,343.09	\$ 48,447.48
\$20 Office Copay, \$45 UC Copay, \$2000/\$6000 Ded (Ind/Fam), 80%/60% Coin (Net/Out), \$5000/\$10200 Med OPX (Ind/Fam), \$1000/\$3000 RX OPX (Ind/Fam), PDP \$15/\$40/\$55					
Contract Enrollment	47	2	9	0	

Total Monthly Health Cost

\$ 48,447.48

Renewing Plan Rates

	EO	ES	EC	EF	Total*
MM18	\$ 706.72	\$ 1,628.02	\$ 1,491.97	\$ 2,413.33	\$ 49,899.61
\$20 Office Copay, \$45 UC Copay, \$2000/\$6000 Ded (Ind/Fam), 80%/60% Coin (Net/Out), \$5000/\$10200 Med OPX (Ind/Fam), \$1000/\$3000 RX OPX (Ind/Fam), PDP \$15/\$40/\$55					
	Plan Rate Change				3.0%
Total Monthly Health Cost					\$ 49,899.61
Total Rate Change					3.0%

- Note: This rate change percentage is based on total monthly premium. Each tier's rate change may vary from the total change percentage.
The above rates are projected to be effective for the 12-month period beginning on the effective date of group coverage and are contingent upon the provisions shown below.
Final rates may vary based on actual enrollment results.
- Enrollment of 58 or at least 75% of the eligible employees; with a sustained monthly enrollment of at least 75%
 - The employer contributing at least 50% of the Employee Only cost.
 - Rates do not include any future mandated benefit changes.
 - This quote assumes BCBSTX will be the only carrier providing coverage to the employer group's employees. BCBSTX reserves the right to change premium rates if BCBSTX is not the exclusive carrier. Groups must promptly notify BCBSTX if BCBSTX will not be the exclusive carrier.
 - Standard BCBSTX Managed Care programs with standard membership, eligibility, administration, claims processing and standard network. Standard Master Contract provisions and definitions apply. Any costs associated with special services or custom materials provided by BCBSTX will be supplemental billed separate and apart from the rates outlined on this confirmation page.
 - Annual open enrollment.
 - This proposal assumes the group contract will be issued in Texas. In addition to the benefits stated herein, benefits for covered persons who reside outside of Texas will conform to all Extraterritorial requirements of those states.
 - Insurance regulations require carriers to determine whether an employer is subject to Chapter 26, Texas Insurance Code.
 - This proposal is made on the condition you are not a Small Employer as defined in Chapter 26. A proposal to a Small Employer would have to contain specific contractual elements and mandated insurance plans not contained in this proposal. Should it be determined you were a Small Employer, this proposal and any health insurance contract issued to you, shall be null and void.
 - BCBSTX will pay \$33.17 per contract per month (PCPM) for producer commissions.

05/23/2022

PETITION REQUESTING ANNEXATION

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

TO THE MAYOR AND GOVERNING BODY OF THE CITY OF ALVARADO,
JOHNSON COUNTY, TEXAS:

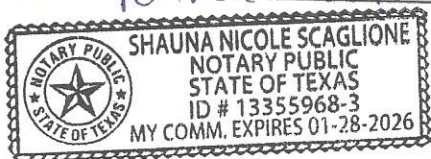
The undersigned owner of a portion of the hereinafter described tracts of land, being more particularly described by metes and bounds description in Exhibit "A" (the "Area"), attached hereto and incorporated herein by reference for all purposes of this Petition, does hereby petition your Honorable Body to annex all parts of the Area into the City of Alvarado so that the entire Area shall be included within the incorporated City of Alvarado, Texas, and does hereby certify and represent the following:

1. The Area is contiguous to the existing corporate limits of City of Alvarado; and
 2. The area is not included in the extra territorial jurisdiction of any other municipality;
- and
- 3 The Area is vacant and without residents or has less than three qualified resident voters.

Mina Cash
Owner

STATE OF TEXAS :
 :
COUNTY OF JOHNSON :

This instrument was acknowledged before me on the 17 day of May, 2022 by Mina Cash.



My Commission Expires:

01-28-2026

Shauna Scaglione
Notary Public in and for the
State of Texas

Shauna Scaglione
Type or Print Notary's Name

Legal description of land:

TRACT I:

BEING a tract of land situated in the WILLIAM HICKMAN SURVEY, Abstract No. 327, in Johnson County, Texas, and being all of the same tract of land described in deed to Southwestern Gas Pipeline, Inc., as recorded in Instrument No. 201100030357, Official Public Records, Johnson County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner, from which a 1/2-inch iron rod with orange plastic cap stamped "FOX" found, bears North 71 deg 42 min 31 sec West, a distance of 0.54 feet, said point being the Northeasterly corner of said Southwestern Gas Pipeline, Inc. tract, said point being situated on the Southerly line of a tract of land as described in deed to Billy R. and Michelle W. Jennings:

THENCE South 30 deg 21 min 30 sec East, departing the Southerly line of said Billy R. and Michelle W. Jennings tract and along the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 2,575.12 feet to a point for corner from which a 1/2-inch iron rod found bears North 71 deg 47 min 22 sec West, a distance of 0.33 feet, said point being the Southwest corner of said Southwestern Gas Pipeline, Inc. tract;

THENCE South 59 deg 48 min 23 sec West, departing the Northeasterly line and along the Southeasterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 656.35 feet to a point for corner from which a 1/2- inch iron rod found bears South 23 deg 12 min 58 sec East, a distance of 0.99 feet;

THENCE North 27 deg 47 min 07 sec West, departing the Southeasterly line and along the Southwesterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 151.94 feet to a point for corner from which a 1/2inch iron rod found bears South 83 deg 43 min 39 sec West, a distance of 0.24 feet;

THENCE North 30 deg 09 min 04 sec West, continuing along the Southwesterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 2,430.29 feet to a MAG nail with shiner stamped "W.A.I. R.P.L.S. 5714" set corner, said MAG nail being situated in the Southerly line of said Billy R. and Michelle W. Jennings tract;

THENCE North 60 deg 25 min 51 sec East, departing the Southwesterly line and along the Northwesterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 640.80 feet to the POINT OF BEGINNING. CONTAINING within these metes and bounds 38.217 acre of 1,664.745 square feet of land, more or less.

TRACT II:

BEING a tract of land situated in the WILLIAM HICKMAN SURVEY, Abstract No. 327, in Johnson County, Texas, and being all of the same tract of land described in deed to Southwestern Gas Pipeline, Inc., as recorded in Instrument No. 201100030357 [correct reference is 201200000284], Official Public Records, Johnson County, Texas, and being more particularly described as follows:

BEGINNING at a 3/8-inch iron rod found for corner, said iron rod being the Northeasterly corner of said Southwestern Gas Pipeline, Inc. tract, the Southeasterly corner of a tract of land as described in deed to M.K. Brown, recorded in Volume 1839, Page 529, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being situated in the Southwesterly line of a tract of land described in deed to Deborah L. Rayfield, recorded in Volume 1596, Page 723, D.R.J.C.T.;

THENCE South 29 deg 55 min 22 sec East, departing the Southeasterly line of M.K. Brown tract, the Northwesterly line of said Southwestern Gas Pipeline, Inc. tract and along the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 2,244.04 feet to a point for corner from which a 3/8-inch iron rod found bears North 48 deg 33 min 03 sec West, a distance of 0.29 feet;

THENCE South 30 deg 30 min 10 sec East, continuing along said Northeasterly line, a distance of 1,582.17 feet to a 1/20-inch iron rod found for corner, said iron rod being the Southwesterly corner of a tract of land as described in deed to B. Holnam TX LP, recorded in Volume 2453, Page 429, D.R.J.C.T.;

THENCE North 60 deg 15 min 07 sec East, continuing along the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract and along the Southeasterly line of said Holnam TX LP tract, a distance of 40.22 feet to a 1/2-inch iron rod with red plastic cap stamped "TOPOGRAPH" found for corner;

THENCE South 30 deg 43 min 27 sec East, departing the Southeasterly line of said Holnam TX LP tract and continuing along the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 1,606.69 feet to a 5/8-inch iron rod found with orange plastic cap stamped "MUSTANG LP" found for corner, said iron rod being situated in the Southwesterly line of a tract of land described in deed to The Matriarch Trust, recorded in Volume 1546, Page 725, D.R.J.C.T., iron rod being situated in the Northwesterly right-of-way line of Highway 67 (variable width right-of-way), said iron rod also being the beginning of a non-tangent curve to the left having a radius of 23,069.39 feet, a central angle of 00 deg 28 min 33 sec, a chord bearing of South 60 deg 39 min 28 sec West and a chord length of 191.62 feet;

THENCE departing the Southwesterly line of said The Matriarch Trust tract and the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract and along the Northwesterly right-of-way line and along the non-tangent curve to the left, an arc distance of 191.62 feet to a point corner from which a TXDOT (Texas Department of Transportation) brass monument found bears South 37 deg 37 min 02 sec East, a distance of 0.26 feet;

THENCE South 43 deg 42 min 54 sec West, continuing along said Northwesterly right-of-way line, a distance of 68.66 feet to a TXDOT brass monument found for corner and the beginning of a curve to the left having a radius of 23,860.33 feet, a central angle of 00 deg 59 min 05 sec, a chord bearing of South 59 deg 49 min 23 sec West and a chord length of 410.02 feet;

THENCE continuing along said Northwesterly right-of-way line and along said curve to the left, an arc distance of 410.03 feet to a TXDOT brass monument found for corner;

THENCE South 59 deg 18 min 03 sec West, continuing along said Northwesterly right-of-way line, a distance of 360.98 feet to a TXDOT brass monument found for corner;

THENCE North 30 deg 21 min 57 sec West, departing the Northwesterly right-of-way line of said Highway 67, a distance of 531.17 feet to a 1/2-inch iron rod found for corner;

THENCE South 59 deg 38 min 36 sec West, a distance of 399.90 feet to a 1/2-inch iron rod found for corner;

THENCE South 30 deg 20 min 59 sec East, a distance of 550.41 feet to a 1/2-inch iron rod found for corner, said iron rod being situated in the Northwesterly right-of-way line of said Highway 67;

THENCE South 59 deg 19 min 45 sec West, along said Northwesterly right-of-way line, a distance of 59.95 feet to a 1/2-inch iron rod with yellow plastic cap stamped "FORT WORTH SURVEYING" found for corner;

THENCE North 30 deg 21 min 30 sec West, departing said Northwesterly right-of-way line, a distance of 5,480.21 feet to a point for corner from which a 1/2-inch iron rod with orange plastic cap stamped "FOX" bears North 71 deg 42 min 31 sec West, a distance of 0.54 feet, said point being situated in the Southerly line of a tract of land described in deed to Billy R. and Michelle W. Jennings;

THENCE North 60 deg 06 min 10 sec East, departing the Southwesterly line and along the Northwesterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 1,451.25 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 176.983 acres or 7,709,381 square feet of land, more or less.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION AS TO THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE SOLELY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE THE EXCEPTION CONTAINED IN SCHEDULE B ITEM 2 HEREIN.

PETITION REQUESTING ANNEXATION

STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

**TO THE MAYOR AND GOVERNING BODY OF THE CITY OF ALVARADO,
JOHNSON COUNTY, TEXAS:**

The undersigned owner of a portion of the hereinafter described tracts of land, being more particularly described by metes and bounds description in Exhibit "A" (the "Area"), attached hereto and incorporated herein by reference for all purposes of this Petition, does hereby petition your Honorable Body to annex all parts of the Area into the City of Alvarado so that the entire Area shall be included within the incorporated City of Alvarado, Texas, and does hereby certify and represent the following:

1. The Area is contiguous to the existing corporate limits of City of Alvarado; and
2. The area is not included in the extra territorial jurisdiction of any other municipality;
and
- 3 The Area is vacant and without residents or has less than three qualified resident
voters.

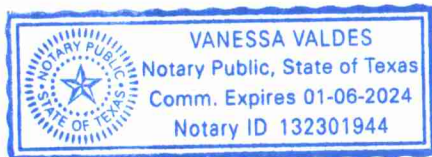


Owner

Clint Vincent
Attorney In Fact
Bloomfield Properties, INC.
General Partner

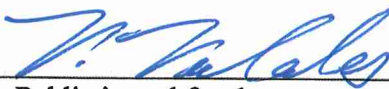
STATE OF TEXAS '
 '
COUNTY OF JOHNSON '

This instrument was acknowledged before me on the 27th day of May,
2022, by Clint Vincent.



My Commission Expires:

01-06-2024



Notary Public in and for the
State of Texas

Vanessa Valdes

Type or Print Notary's Name

**PETITION FOR CREATION OF
ALVARADO 215 PUBLIC IMPROVEMENT DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF ALVARADO, TEXAS:

COMES NOW 215/67/ALVARADO, LLC, a Wyoming limited liability company, (hereinafter referred to as "Petitioner or "Owner"), the owner of certain taxable real property, and pursuant to Section 372.005 of the Texas Local Government Code (the "Act"), hereby petitions the City of Alvarado, Texas ("City") to establish a public improvement district to be known as the "Alvarado 215 Public Improvement District" (the "District"). In support of same, Owner would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit A attached hereto and incorporated by reference herein.

II.

The general nature of the proposed public improvements (collectively, the "Authorized Improvements") are those permitted by the Act including, without limitation, any or all of the following to the extent permitted by the Act: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility construction and relocation, signalization, landscaping, lighting, signage, entry monumentation, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, artwork, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to water, wastewater and drainage (including detention); (v) acquisition, by purchase or otherwise, of real property in connection with any Authorized Improvement; (vi) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (v) above authorized by the Act, including off-site projects that provide a benefit to the Property; (vii) special supplemental services for improvement and promotion of the District that are allowed or permitted under the Act, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (viii) payment of costs associated with establishment, administration, and operation of the District and those related to operating and maintaining the Authorized Improvements; and (ix) payment of costs associated with developing and financing the Authorized Improvements, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

III.

The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is \$33,925,287.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

V.

The City will not be obligated to provide any funds to pay for the Authorized Improvements, other than from assessments levied against the Property within the District

VI.

The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition concur with the establishment of the District.

VIII.

The Petitioner proposes that the District be established and managed without the creation of an advisory body.

IX.

The persons or entities (through authorized representatives) signing this Petition are owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who (a) constitute more than fifty percent (50%) of all

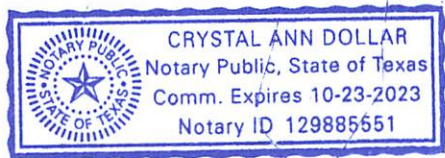
record owners of property that is liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition is hereby filed with the City Secretary of the City. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

SIGNATURE PAGE TO FOLLOW

EXECUTED this 14th day of June, 2022.



215/67/ALVARADO, LLC,
a Wyoming limited liability company

By: Nina W. Cash

Name: Nina Welborn Cash

Title: manager

STATE OF TEXAS §
 §
COUNTY OF Johnson §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on June 14, 2022, personally appeared Nina Welborn Cash, manager of 215/67/ALVARADO, LLC, a Wyoming limited liability company, and acknowledged that this person executed the foregoing document on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of June, 2022.

Crystal Dollar
Notary Public in and for the State of Texas

(NOTARY SEAL)

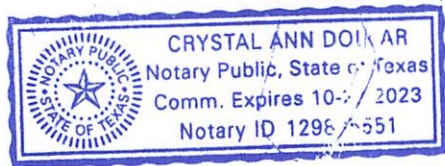


Exhibit "A"
Metes and Bounds Description

TRACT I:

BEING a tract of land situated in the WILLIAM HICKMAN SURVEY, Abstract No. 327, in Johnson County, Texas, and being all of the same tract of land described in deed to Southwestern Gas Pipeline, Inc., as recorded in Instrument No. 201100030357, Official Public Records, Johnson County, Texas, and being more particularly described as follows:

BEGINNING at a point for corner, from which a 1/2-inch iron rod with orange plastic cap stamped "FOX"

found, bears North 71 deg 42 min 31 sec West, a distance of 0.54 feet, said point being the Northeasterly corner of said Southwestern Gas Pipeline, Inc. tract, said point being situated on the Southerly line of a tract of land as described in deed to Billy R. and Michelle W. Jennings: THENCE South 30 deg 21 min 30 sec East, departing the Southerly line of said Billy R. and Michelle W.

Jennings tract and along the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 2,575.12 feet to a point for corner from which a 1/2-inch iron rod found bears North 71 deg 47 min 22 sec West, a distance of 0.33 feet, said point being the Southwest corner of said Southwestern Gas Pipeline, Inc. tract;

THENCE South 59 deg 48 min 23 sec West, departing the Northeasterly line and along the Southeasterly

line of said Southwestern Gas Pipeline, Inc. tract, a distance of 656.35 feet to a point for corner from which a 1/2- inch iron rod found beats South 23 deg 12 min 58 sec East, a distance of 0.99 feet;

THENCE North 27 deg 47 min 07 sec West, departing the Southeasterly line and along the Southwesterly

line of said Southwestern Gas Pipeline, Inc. tract, a distance of 151.94 feet to a point for corner from which a 1/2inch iron rod found bears South 83 deg 43 min 39 sec West, a distance of 0.24 feet;

THENCE North 30 deg 09 min 04 sec West, continuing along the Southwesterly line of said Southwestern

Gas Pipeline, Inc. tract, a distance of 2,430.29 feet to a MAG nail with shiner stamped "W.A.I. R.P.L.S.

5714" set corner, said MAG nail being situated in the Southerly line of said Billy R. and Michelle W. Jennings tract;

THENCE North 60 deg 25 min 51 sec East, departing the Southwesterly line and along the Northwesterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 640.80 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 38.217 acre of 1,664.745 square feet of land, more or less.

TRACT II:

BEING a tract of land situated in the WILLIAM HICKMAN SURVEY, Abstract No. 327, in Johnson County,

Texas, and being all of the same tract of land described in deed to Southwestern Gas Pipeline, Inc., as recorded in Instrument No. 201100030357 [correct reference is 201200000284], Official Public Records, Johnson County, Texas, and being more particularly described as follows:
 BEGINNING at a 3/8-inch iron rod found for corner, said iron rod being the Northeasterly corner of said Southwestern Gas Pipeline, Inc. tract, the Southeasterly corner of a tract of land as described in deed to M.K. Brown, recorded in Volume 1839, Page 529, Deed Records, Johnson County, Texas (D.R.J.C.T.), and being situated in the Southwesterly line of a tract of land described in deed to Deborah L. Rayfield, recorded in Volume 1596, Page 723, D.R.J.C.T.;
 THENCE South 29 deg 55 min 22 sec East, departing the Southeasterly line of M.K. Brown tract, the Northwesterly line of said Southwestern Gas Pipeline, Inc. tract and along the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 2,244.04 feet to a point for corner from which a 3/8-inch iron rod found bears North 48 deg 33 min 03 sec West, a distance of 0.29 feet; THENCE South 30 deg 30 min 10 sec East, continuing along said Northeasterly line, a distance of 1,582.17 feet to a 1/20-inch iron rod found for corner, said iron rod being the Southwesterly corner of a tract of land as described in deed to B. Holnam TX LP, recorded in Volume 2453, Page 429, D.R.J.C.T.;
 THENCE North 60 deg 15 min 07 sec East, continuing along the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract and along the Southeasterly line of said Holnam TX LP tract, a distance of 40.22 feet to a 1/2-inch iron rod with red plastic cap stamped "TOPOGRAPH" found for corner;
 THENCE South 30 deg 43 min 27 sec East, departing the Southeasterly line of said Holnam TX LP tract and continuing along the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 1,606.69 feet to a 5/8-inch iron rod found with orange plastic cap stamped "MUSTANG LP" found for corner, said iron rod being situated in the Southwesterly line of a tract of land described in deed to The Matriarch Trust, recorded in Volume 1546, Page 725, D.R.J.C.T., iron rod being situated in the Northwesterly right-of-way line of Highway 67 (variable width right-of-way), said iron rod also being the beginning of a non-tangent curve to the left having a radius of 23,069.39 feet, a central angle of 00 deg 28 min 33 sec, a chord bearing of South 60 deg 39 min 28 sec West and a chord length of 191.62 feet;
 THENCE departing the Southwesterly line of said The Matriarch Trust tract and the Northeasterly line of said Southwestern Gas Pipeline, Inc. tract and along the Northwesterly right-of-way line and along the non-tangent curve to the left, an arc distance of 191.62 feet to a point corner from which a TXDOT (Texas Department of Transportation) brass monument found bears South 37 deg 37 min 02 sec East, a distance of 0.26 feet;
 THENCE South 43 deg 42 min 54 sec West, continuing along said Northwesterly right-of-way line, a distance of 68.66 feet to a TXDOT brass monument found for corner and the beginning of a curve to the left having a radius of 23,860.33 feet, a central angle of 00 deg 59 min 05 sec, a chord bearing of South 59 deg 49 min 23 sec West and a chord length of 410.02 feet;

THENCE continuing along said Northwesterly right-of-way line and along said curve to the left, an arc distance of 410.03 feet to a TXDOT brass monument found for corner;
THENCE South 59 deg 18 min 03 West, continuing along said Northwesterly right-of-way line, a distance of 360.98 feet to a TXDOT brass monument found for corner;
THENCE North 30 deg 21 min 57 sec West, departing the Northwesterly right-of-way line of said Highway 67, a distance of 531.17 feet to a 1/2-inch iron rod found for corner;
THENCE South 59 deg 38 min 36 sec West, a distance of 399.90 feet to a 1/2-inch iron rod found for corner;
THENCE South 30 deg 20 min 59 sec East, a distance of 550.41 feet to a 1/2-inch iron rod found for corner, said iron rod being situated in the Northwesterly right-of-way line of said Highway 67;
THENCE South 59 deg 19 min 45 sec West, along said Northwesterly right-of-way line, a distance of 59.95 feet to a 1/2-inch iron rod with yellow plastic cap stamped 'FORT WORTH SURVEYING' found for corner;
THENCE North 30 deg 21 min 30 sec West, departing said Northwesterly right-of-way line, a distance of 5,480.21 feet to a point for corner from which a 1/2-inch iron rod with orange plastic cap stamped "FOX" bears North 71 deg 42 min 31 sec West, a distance of 0.54 feet, said point being situated in the Southerly line of a tract of land described in deed to Billy R. and Michelle W. Jennings;
THENCE North 60 deg 06 min 10 sec East, departing the Southwesterly line and along the Northwesterly line of said Southwestern Gas Pipeline, Inc. tract, a distance of 1,451.25 feet to the POINT OF BEGINNING.
CONTAINING within these metes and bounds 176.983 acres or 7,709,381 square feet of land, more or less.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION AS TO THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE SOLELY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE THE EXCEPTION CONTAINED IN SCHEDULE B ITEM 2 HEREIN.

**PETITION FOR CREATION OF
EAGLE GLEN NORTH PUBLIC IMPROVEMENT DISTRICT**

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF ALVARADO, TEXAS:

COMES NOW HMH EAGLE GLEN LAND, LLC, a Texas limited liability company, (hereinafter referred to as "Petitioner or "Owner"), the owner of certain taxable real property, and pursuant to Section 372.005 of the Texas Local Government Code (the "Act"), hereby petitions the City of Alvarado, Texas ("City") to establish a public improvement district to be known as the "Eagle Glen North Public Improvement District" (the "District"). In support of same, Owner would respectfully show the following:

I.

The boundaries of the proposed District are set forth in Exhibit A attached hereto and incorporated by reference herein.

II.

The general nature of the proposed public improvements (collectively, the "Authorized Improvements") are those permitted by the Act including, without limitation, any or all of the following to the extent permitted by the Act: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility construction and relocation, signalization, landscaping, lighting, signage, entry monumentation, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, artwork, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to water, wastewater and drainage (including detention); (v) acquisition, by purchase or otherwise, of real property in connection with any Authorized Improvement; (vi) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (v) above authorized by the Act, including off-site projects that provide a benefit to the Property; (vii) special supplemental services for improvement and promotion of the District that are allowed or permitted under the Act, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (viii) payment of costs associated with establishment, administration, and operation of the District and those related to operating and maintaining the Authorized Improvements; and (ix) payment of costs associated with developing and financing the Authorized Improvements, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

III.

The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District, is \$17,129,292.88. The City will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

V.

The City will not be obligated to provide any funds to pay for the Authorized Improvements, other than from assessments levied against the Property within the District

VI.

The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition concur with the establishment of the District.

VIII.

The Petitioner proposes that the District be established and managed without the creation of an advisory body.

IX.

The persons or entities (through authorized representatives) signing this Petition are owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who (a) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal, and (b) own taxable

real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition is hereby filed with the City Secretary of the City. The undersigned request that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

SIGNATURE PAGE TO FOLLOW

EXECUTED this 14th day of June, 2022.

HMH EAGLE GLEN LAND, LLC,
a Texas limited liability company

By: BNMJR, Inc.
a Texas corporation
its Manager

By: 

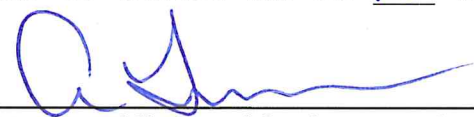
Name: B. Nelson Mitchell, Jr

Title: CEO

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on June 14, 2022, personally appeared B. Nelson Mitchell, Jr. CEO of BNMJR, Inc., a Texas corporation, Manager of HMH Eagle Glen Land, LLC, a Texas limited liability company, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of June, 2022.


Notary Public in and for the State of Texas

(NOTARY SEAL)

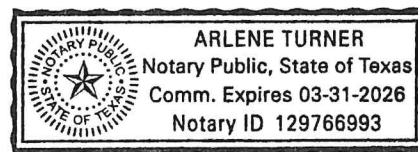


Exhibit "A"
Metes and Bounds Description

BEING a tract of land situated in the Andrew Spiva Survey, Abstract No. 770 and being a portion of a tract of land described by deed to 275 Alvarado, LLC. As recorded in Volume 3566, Page 534 (Tract 1) of the Official Public Records of Johnson County, Texas, and being more particularly described as follows:

BEGINNING at a concrete monument found for the most easterly southeast corner of said 275 Alvarado tract same being the northeast corner of a tract of land described by deed to C.T. Cummings, Jr. and wife, Judy C. Cummings recorded in Document Number 2015-25497 of the Official Public Records of Johnson County, Texas said point also lying at the beginning of a Boundary Line Agreement between 275 Alvarado, LLC and C.T. Cummings, Jr. and wife, Judy C. Cummings as recorded in Document Number 2018-9322 of the Official Public Records of Johnson County, Texas;

THENCE North 84 degrees 16 minutes 08 seconds West, along said Boundary Line Agreement, a distance of 728.14 feet to a 5/8 inch iron rod with cap stamped "TNP" found for corner;

THENCE South 01 degrees 20 minutes 53 seconds West continuing along said Boundary Line Agreement, a distance of 12.04 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the northeast corner of Eagle Glen Phase 1, an addition to the city of Alvarado as recorded in Volume 11, Page 780 of the Plat Records of Johnson County, Texas, same being the northeast corner of a tract of land described by deed to Bloomfield Homes, L.P. as recorded in Document Number 2018-11027 of the Official Public Records of Johnson County, Texas;

THENCE along the north line of said Eagle Glen Phase 1 and the north line of said Bloomfield Homes tract, passing the northwest corner of said Eagle Glen Phase 1 at a distance of 1227.61 feet, and continuing along the north line of said Bloomfield Homes tract, a total distance of 2236.08 feet to a 5/8 inch iron rod with cap stamped "TNP" found for the northwest corner of same;

THENCE departing the north line of said Bloomfield Homes tract, through the interior of the aforementioned 275 Alvarado tract the following courses and distances:

North 04 degrees 57 minutes 43 seconds West, a distance of 50.00 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

North 16 degrees 55 minutes 30 seconds West, a distance of 1048.28 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

NORTH, a distance of 288.97 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

EAST, a distance of 248.99 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner;

NORTH, a distance of 670.34 feet to a 5/8 inch iron rod with cap stamped "TNP" set for corner lying on the north line of said 275 Alvarado tract, also lying on the south line of A.T. & S.F. Railroad (100' R.O.W.), also lying on a curve to the right;

THENCE along the north line of said 275 Alvarado tract and south line of said railroad, with said curve to the right having a radius of 1433.21 feet, a central angle of 22 degrees 28 minutes 36 seconds, an arc length of 562.24 feet, a chord bearing of North 84 degrees 19 minutes 42 seconds East, a distance of 558.64 feet to a 1/2 inch iron rod found for corner;

THENCE South 84 degrees 26 minutes 00 seconds East, continuing along the north line of said 275 Alvarado tract and south line of said railroad, a distance of 2481.48 feet to a concrete monument found for the northeast corner of said 275 Alvarado tract and the northwest corner of a tract of land described by deed to Alvarado By Morning, LLC. As recorded in Document Number 2020-15954 of the Official Public Records of Johnson County, Texas;

THENCE South 00 degrees 25 minutes 14 seconds West, along the east line of said 275 Alvarado tract, a distance of 2110.52 feet to the POINT OF BEGINNING, containing 6,534,000 square feet, or 150.000 acres of land.

CITY OF ALVARADO, TEXAS

RESOLUTION NO. R2022-015

A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF ALVARADO 215 PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVARADO, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE REGARDING THE PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code (the “Act”), to create a public improvement district within its corporate limits; and

WHEREAS, on June 20, 2022, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitutes more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioner”), filed with the City Secretary of Alvarado (the “City Secretary”) a petition (“Petition”), attached as **Exhibit A**, requesting the establishment of a public improvement district for property wholly within the corporate limits of the City; and

WHEREAS, the City Council of Alvarado, Texas (the “City Council”) will hold a public hearing in accordance with Section 372.009 of the Act regarding the advisability of establishing the District (as hereinafter defined) the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality or county and in a newspaper of general circulation in the City before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on July 18, 2022 on the creation of a public improvement district; and

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of the City; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS:

Section 1: All of the above recitals are hereby found to be true and correct factual determinations of the City Council and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2: City Staff reviewed the Petition and determined that the same complied with the requirements of the Act and the City Council accepts the Petition.

Section 3: That a public hearing is hereby called for July 18, 2022 at 6:30 p.m. in the Council Chambers of City Hall, 104 W. College Street, Alvarado, Texas 76009 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the Notice, as hereinafter defined, of such meeting posted in accordance with applicable law), for the purpose of hearing public testimony with respect to the creation of a public improvement district.

Section 4: At such time and place the City Council will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

Section 5: Attached hereto as **Exhibit A** is the Petition for the Creation of Alvarado 215 Public Improvement District (the “District”), which includes a metes-and-bounds description of the approximately 215 acres of property to be included in the proposed District.

Section 6: Attached here to as **Exhibit B** is a form of the Notice of Public Hearing (the “Notice”) the form and substance of which is hereby adopted and approved and subject to alternative meeting arrangements to address public health concerns, which meeting arrangements will be specified in the Notice.

Section 7: The City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the City, and to notify any affected landowners within the boundaries of the proposed public

improvement district as required by law. Notice shall be provided on or before the 15th day before the hearing.

Section 8: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 9: This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 20TH DAY OF JUNE, 2022

Jacob Wheat, Mayor

ATTEST:

Beth A Walls, Interim City Secretary

APPROVED AS TO LEGAL FORM:

EXHIBIT A

Petition for Creation of Alvarado 215 Public Improvement District

EXHIBIT B

CITY OF ALVARADO, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the “Act”), notice is hereby given that the City Council of the City of Alvarado, Texas (“City”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by 215/67/ALVARADO, LLC (the “Petitioner”), requesting that the City create the “Alvarado 215 Public Improvement District” (the “District”) to include property owned by the Petitioner.

Time and Place of the Hearing. The public hearing will start at 6:30 p.m. on July 18, 2022 in the Council Chambers of City Hall, 104 W. College Street, Alvarado, Texas 76009 In the event that the City Council will be unable to meet at the City Council Chambers of City Hall on the date set forth above, the City will post on its website, www.cityofalvarado.org, information for persons to attend the meeting by telephone, teleconference or other electronic means.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") are those permitted by the Act including, without limitation, any or all of the following to the extent permitted by the Act: (I) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility construction and relocation, signalization, landscaping, lighting, signage, entry monumentation, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, artwork, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to water, wastewater and drainage (including detention); (v) acquisition, by purchase or otherwise, of real property in connection with any Authorized Improvement; (vi) design, construction and other allowed costs related to projects similar to those listed in subsections (a) - (v) above authorized by the Act, including off-site projects that provide a benefit to the Property; (vii) special supplemental services for improvement and promotion of the District that are allowed or permitted under the Act, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (viii) payment of costs associated with establishment, administration, and operation of the District and those related to operating and maintaining the Authorized Improvements; and (ix) payment of costs associated with developing the Authorized Improvements, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal fees, and eligible costs incurred in the establishment administration and operation of the District, is not to exceed Thirty-Three Million, Nine-Hundred Twenty-Five Thousand, Two-Hundred Eighty-Seven Dollars and 0/100 Cents (\$33,925,287.00).

Proposed District Boundaries. The District is proposed to include approximately 215 acres of land generally located along US Highway 67 (aka E Henderson St) approximately 3.75 miles east of I-35W (at the western corner of Hwy 67 and CR 209), in the corporate limits of the City, and as more particularly described by a metes and bounds description and a map available at Alvarado City Hall and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to pay for the Authorized Improvements, except for PID assessments levied on real property within the District and possible tax increment reinvestment zone revenue, if created. No municipal property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

CERTIFICATION FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

I, the undersigned City Secretary of the City of Alvarado, Texas (the "City"), do hereby certify as follows:

1. The City Council for the City convened in regular meeting on the 20th day of June, 2022 in the regular meeting place of the City Council at 104 W. College Street, Alvarado, Texas 76009, and the roll was called of the duly constituted officials and members of said Council, to wit:

Jacob Wheat	Mayor
Lydia Moon	Mayor Pro-Tem
Beverly Short	Councilmember
Cherry Bryant	Councilmember
Kevin Thomas	Councilmember
Michael Bennett	Councilmember
Scott Arthur	Councilmember

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting:

A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF ALVARADO 215 PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVARADO, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE REGARDING THE PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

AYES: _____
NOES: _____
ABSTENTIONS: _____

2. That a true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting; and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place, and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED on the 20th day of June, 2022.

(Seal)

Beth A Walls, Interim City Secretary
Alvarado, Texas

CITY OF ALVARADO, TEXAS

RESOLUTION NO. R2022-014

A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF EAGLE GLEN NORTH PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVARADO, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE REGARDING THE PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Alvarado, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code (the “Act”), to create a public improvement district within its corporate limits; and

WHEREAS, on June 20, 2022, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located and (2) record owner of real property liable for assessment under the proposal who: (A) constitutes more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the “Petitioner”), filed with the City Secretary of Alvarado (the “City Secretary”) a petition (“Petition”), attached as **Exhibit A**, requesting the establishment of a public improvement district for property wholly within the corporate limits of the City; and

WHEREAS, the City Council of Alvarado, Texas (the “City Council”) will hold a public hearing in accordance with Section 372.009 of the Act regarding the advisability of establishing the District (as hereinafter defined) the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the District, the method of assessment, and the apportionment, if any, of the costs; and

WHEREAS, in order to hold a public hearing for the creation of a public improvement district, notice must be given in a newspaper of general circulation in the municipality or county and in a newspaper of general circulation in the corporate limits of the City before the 15th day before the date of the hearing, and written notice must be mailed to the current address of each owner, as reflected on the tax rolls, of property that would be subject to assessment under the proposed public improvement district; and

WHEREAS, both newspaper notice and mailed notice must contain the information required for notice as provided for in Section 372.009 of the Act; and

WHEREAS, the City Council has determined to hold a public hearing on July 18, 2022 on the creation of a public improvement district; and

WHEREAS, the City Council finds that the passage of this Resolution is in the best interest of the citizens of the City; and

WHEREAS, it is hereby officially found and determined that the meeting at which this resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALVARADO, TEXAS:

Section 1: All of the above recitals are hereby found to be true and correct factual determinations of the City Council and are hereby approved and incorporated by reference as though fully set forth herein.

Section 2: City Staff reviewed the Petition and determined that the same complied with the requirements of the Act and the City Council accepts the Petition.

Section 3: That a public hearing is hereby called for July 18, 2022 at 6:30 p.m. in the Council Chambers of City Hall, 104 W. College Street, Alvarado, Texas 76009 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the Notice, as hereinafter defined, of such meeting posted in accordance with applicable law), for the purpose of hearing public testimony with respect to the creation of a public improvement district.

Section 4: At such time and place the City Council will hear testimony regarding the creation of the proposed public improvement district and consider the adoption of a resolution authorizing the creation of the public improvement district.

Section 5: Attached hereto as **Exhibit A** is the Petition for the Creation of Eagle Glen North Public Improvement District (the “District”), which includes a metes-and-bounds description of the approximately 151.248 acres of property to be included in the proposed District.

Section 6: Attached here to as **Exhibit B** is a form of the Notice of Public Hearing (the “Notice”) the form and substance of which is hereby adopted and approved and subject to alternative meeting arrangements to address public health concerns, which meeting arrangements will be specified in the Notice.

Section 7: The City Secretary is hereby authorized and directed to cause said Notice to be published in substantially the form attached hereto, in a newspaper of general circulation in the corporate limits of the City, and to notify any affected landowners within the boundaries of the

proposed public improvement district as required by law. Notice shall be provided on or before the 15th day before the hearing.

Section 8: If any portion of this Resolution shall, for any reason, be declared invalid by any court of competent jurisdiction, such invalidity shall not affect the remaining provisions hereof and the City Council hereby determines that it would have adopted this Resolution without the invalid provision.

Section 9: This Resolution shall be in full force and effect from and after its passage, and it is accordingly so resolved.

PASSED AND APPROVED ON THIS 20TH DAY OF JUNE, 2022

Jacob Wheat, Mayor

ATTEST:

Beth A Walls Interim City Secretary

APPROVED AS TO LEGAL FORM:

EXHIBIT A

Petition for Creation of Eagle Glen North Public Improvement District

EXHIBIT B

CITY OF ALVARADO, TEXAS NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the “Act”), notice is hereby given that the City Council of the City of Alvarado, Texas (“City”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by HMH Eagle Glen Land, LLC (the “Petitioner”), requesting that the City create the “Eagle Glen North Public Improvement District” (the “District”) to include property owned by the Petitioner.

Time and Place of the Hearing. The public hearing will start at 6:30 p.m. on July 18, 2022 in the Council Chambers of City Hall, 104 W. College Street, Alvarado, Texas 76009. In the event that the City Council will be unable to meet at the City Council Chambers of City Hall on the date set forth above, the City will post on its website, www.cityofalvarado.org, information for persons to attend the meeting by telephone, teleconference or other electronic means.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") are those permitted by the Act including, without limitation, any or all of the following to the extent permitted by the Act: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility construction and relocation, signalization, landscaping, lighting, signage, entry monumentation, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, artwork, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to water, wastewater and drainage (including detention); (v) acquisition, by purchase or otherwise, of real property in connection with any Authorized Improvement; (vi) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (v) above authorized by the Act, including off-site projects that provide a benefit to the Property; (vii) special supplemental services for improvement and promotion of the District that are allowed or permitted under the Act, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (viii) payment of costs associated with establishment, administration, and operation of the District and those related to operating and maintaining the Authorized Improvements; and (ix) payment of costs associated with developing the Authorized Improvements, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs, eligible legal fees, and eligible costs incurred in the establishment, administration and operation of the District, is not to exceed Seventeen Million, One-Hundred Twenty-Nine Thousand, Two-Hundred Ninety-Two Dollars, and 88/100 Cents (\$17,129,292.88).

Proposed District Boundaries. The District is proposed to include approximately 151.248 acres of land generally located 1500 feet north of E Davis Ave, 900 feet east of N Baugh St, and 750 feet south of Route 67 within the corporate limits of the City and as more particularly described by a metes and bounds description and a map available at Alvarado City Hall and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If the City allows an assessment to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to pay for the Authorized Improvements, except for PID assessments levied on real property within the District and possible tax increment reinvestment zone revenue, if created. No municipal property in the District shall be assessed. All of the costs of the Authorized Improvements will be paid from assessments and from other sources of funds, if any, available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

CERTIFICATION FOR RESOLUTION

THE STATE OF TEXAS §
 §
COUNTY OF JOHNSON §

I, the undersigned City Secretary of the City of Alvarado, Texas (the "City"), do hereby certify as follows:

1. The City Council for the City convened in regular meeting on the 20th day of June, 2022 in the regular meeting place of the City Council at 104 W. College Street, Alvarado, Texas 76009, and the roll was called of the duly constituted officials and members of said Council, to wit:

Jacob Wheat	Mayor
Lydia Moon	Mayor Pro-Tem
Beverly Short	Councilmember
Cherry Bryant	Councilmember
Kevin Thomas	Councilmember
Michael Bennett	Councilmember
Scott Arthur	Councilmember

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting:

A RESOLUTION SETTING A PUBLIC HEARING UNDER SEC. 372.009 OF THE TEXAS LOCAL GOVERNMENT CODE FOR THE CREATION OF EAGLE GLEN NORTH PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVARADO, TEXAS; AUTHORIZING THE ISSUANCE OF NOTICE REGARDING THE PUBLIC HEARING; AND PROVIDING AN EFFECTIVE DATE.

was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

AYES: _____
NOES: _____
ABSTENTIONS: _____

2. That a true, full and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting; and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place, and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED on the 20 day of June, 2022.

(Seal)

Beth A Walls, Interim City Secretary
Alvarado, Texas

SHARPTONES PRODUCTIONS, LLC.

12803 E. 136TH ST. BROKEN ARROW , OK 74011

Ph: (918) 640-7156

This agreement made this NOV. 15, 2021 ; shall henceforth be considered a legal and binding contract between the performer or performing group SHENANDOAH

WITNESSETH, that the employee, and the consideration hereinafter mentioned, covenants and agrees with the employer to provide entertainment. Ray Bingham Productions acts only as a booking agent and takes no responsibility for any action be EITHER act or buyer and only warrants that they have entered into an agreement with employee or his agent verbal or in writing for agreement for this engagement. The booking agent reserves the claim to compensate for any and all future contracts between the above mentioned Group and Purchaser, whether negotiated by the Agent or not, for 13 months from the performance date of this contract at the same percentage as this contract.

- 1) Name and Address of place of engagement: M7 ARENA 8001 FM 3136 ALVARADO, TX 76009
- 2) Date(s) starting and finishing time of engagement: SUNDAY JULY 3, 2021
- 3) Report time: APPROXIMATELY 3:00 PM Sound check: IMMEDIATELY AFTER LOAD IN
- 4) Type of engagement (dance, stage, banquet, ect.): 90 MINUTE CONCERT
- Rain or Shine: YES (Terms and Amount): \$24,750 PLUS LODGING AND HOSPITALITY PER RIDER
- 5) Wage agreed upon: \$ TWENTY FOUR THOUSAND SEVEN HUNDRED FIFTY DOLLARS PLUS SOUND, LIGHTS, LODGING, AND HOSPITALITY PER ARTIST RIDER, INCLUDING HOTEL FOR BRETT BINGHAM ON EVENING OF PERFORMANCE.
- 6) Employer will make payments as follows: \$12,500 PAYABLE TO SHARPTONES PRODUCTIONS LLC BY FEBRUARY 4, 2022 AND BALANCE OF \$10,000 PAYABLE TO MIKE AND MARTY PARTY, LLC DAY OF SHOW IN CASH OR CASHIER'S CHECK AND \$2250 PAYABLE TO SHARPTONES PRODUCTIONS, LLC DAY OF SHOW IN CASH OR CASHIER'S CHECK
- 7) Additional instructions: MERCH SALES 100% TO ARTIST. NO PRINT OR SOCIAL MEDIA ADVERTISING UNTIL AFTER JUNE 4, 2022. VERY IMPORTANT

Witness whereof, the buyer and agent have hereunto set their hands, the day and year first above written

BRETT BINGHAM FOR SHARPTONES PRODUCTOINS

AGENT'S NAME

JACOB WHEAT FOR CITY OF ALVARADO, TX

BUYER

Signature of Agent

Signature of Representative

12803 E. 136th St.

Address

201 E. COLLEGE ST.

Address

BROKEN ARROW OK 74011
City State Zip

ALVARADO TX 76009
City State Zip

BRETT@SHARPTONESPRODUCTIONS.COM 918-640-7156
Email and Phone Number

WHEATJ@CITYOFALVARADO.ORG 817-790-3351
Email and Phone Number

Accepted by

Todd Massey at venue

817-832-9763

For

Who to contact on day of show



Pyro Shows of Texas, Inc

6601 Nine Mile Azle Rd
Fort Worth, TX 76135

Deposit Invoice

Date	Invoice #
2/17/2022	22TX000066

Name / Address
City of Alvarado P. O. Box 712 Alvarado, Texas 76009

Project	P.O. No.	Show Date	Terms
Alvarado 4th	Independence 2022	7/3/2022	Net 30
Description		Deposit Due	Total
Deposit Due per Contract Agreement - City of Alvarado Independence Celebration 07/03/2022		7,500.00	7,500.00
Contract #: 22-TX-07-03-C-15000-000066 Total: \$15,000.00			
Please Remit to: Pyro Shows of Texas, Inc. P.O. Box 1776 LaFollette, TN 37766			
We appreciate your prompt payment.		Total	\$7,500.00



Sales Quote

Date	10/4/2021
Event Date	7/2-3/2022
Location	Alvarado TX

SoundVision Audio and Lighting - 3510 Judy ct. Midlothian, TX 76065

website: www.dfwsound.com

email: brian@dfwsound.com

Tel: 817-797-4296 Fax: 972-775-2668

Client Information:

City of Alvarado TX

Todd Massey

Item/Description	Quantity	Price	Total
Stageline SL100 24X20 mobile stage w/ roof, stairs, sound wings	1.00	4,600.00	\$4,600.00
Sound System Rental (8 RCF HDL20A line array speakers,	1.00	2,250.00	\$2,250.00
4-21" RCF 2400W subwoofer, X32 mixing console, mic pkg.,			\$0.00
cable pkg., stands pkg., monitor pkg w/ 6 wedges+drum fill)			\$0.00
Stage lighting (LED Wash w/ 8- 9X10W LED Pars, 2 crank stands	1.00	300.00	\$300.00
			\$0.00
Audio Tech (labor)	1.00	700.00	\$700.00
Stage Hand (Labor)	1.00	350.00	\$350.00
			\$0.00
			\$0.00
*client to provide adequate power or generator. 100 amps,			\$0.00
edison plugs at or near stage.1 spider box or 5-20 amp circuits			\$0.00
**client to provide 2 helpers for stage setup			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Acceptance of this sales quote by signing below creates a binding			\$0.00
contract between SoundVision Audio and Lighting and the client			\$0.00
listed above. All Equipment left in the care of the client shall be			\$0.00
the sole responsibility of the client, and any loss, theft or damage to			\$0.00
the equipment will be the sole responsibility of the client. A deposit			\$0.00
of 50% of the total is required upon acceptance and signing of this			\$0.00
quote and contract. The remaining balance will be due in full at load			\$0.00
in/delivery. SoundVision will not be held liable for setup delays or			\$0.00
event cancellations due to weather, or any other reason beyond the			\$0.00
control of SoundVision, its employees, or sub-contractors.			\$0.00
			\$0.00
			\$0.00
Client Signature:			\$0.00
Questions? Please call Brian Szarek at 817-797-4296	Total		\$8,200.00

CITY OF ALVARADO
M7 ARENA
MASSEY'S BBQ
JULY 2-3 , 2022
MUSIC FEST

PG 1

6-13-2022

INVOICE: CITY OF ALVARADO

MUSIC (SAT)

PALADIN	\$800.00
GARRETT GLOVER CL 529	\$800.00
SCANT	\$1,000.00

MUSIC (SUN)

ANDREW SEVENER AND BAND	\$3,000.00
RANDY BROWN/BUCK REAMS	\$3,000.00

SEEP PAGE 2 OF 2

MISC. EXPENSES

PG 2 OF 2

LIGHT TOWERS	\$500.00
ELECTRICAL GENERATOR FOR STAGE. UNITED RENTAL	\$808.93
EMERGENCY ICE	\$573.73
PORT TOILETS (WHATAPOTTY)	\$400.00
DUMPSTER	\$300.00
RADIO ADV HANK FM	\$1,500.00
SECURITY 2 ALV OFFICERS	\$1,000.00
PARKING ATTENDANTS (10)	
TRASH DETAIL	\$1,200.00
VIP SEATING CITY WITH FOOD. BOTH DAYS. 20 PEOPLE	\$400.00

TOTAL

\$15,282.66



MAKE CHECK PAYABLE TO: M7 ARENA

CITY OF ALVARADO
M7 ARENA
MASSEY'S BBQ
JULY 2-3 , 2022
MUSIC FEST

6-13-2022

CITY TO PROVIDE REMAINING BALANCE
FOR CHAD STANLEY, PYRO SHOWS OF
TEXAS (FIREWORKS), SOUNDVISION
AUDIO AND LIGHTING (STAGE) AND MUSIC
HEADLINER, SHARPTONES PRODUCTIONS
(SHENANDOAH). IF POSSIBLE HAVE
CHECKS MADE OUT TO VENDORS AND
READY BY JUNE 30 THURS FOR PICK UP BY
TODD TO DISTRIBUTE TO VENDORS ON
DAY OF.