



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
JUNE 8, 2021 - 7:00 PM
CITY COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TX 75013**

Call to Order and Announce a Quorum is Present.

Pledge of Allegiance.

Public Recognition.

1. Citizen's Comments.

[The City Council invites citizens to speak to the Council on any topic not on the agenda or not already scheduled for Public Hearing. Prior to the meeting, please complete a "Public Meeting Appearance Card" and present it to the City Secretary. The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.]

2. Presentation of Proclamations by the Office of the Mayor.

- Presentation of a Proclamation of Special Recognition to the Community Emergency Response Team (C.E.R.T.) and the Citizen's Fire Academy Alumni.

Consent Agenda.

[Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.]

3. Approve Minutes of the May 25, 2021, Regular City Council Meeting.

4. Adopt an Ordinance Amending the Allen Land Development Code, Article II, Administration, Section 2.01.1, Planning and Zoning Commission Regarding Length of Terms.

5. Award Bid and Authorize the City Manager to Execute a Contract with Heritage One Roofing, Inc., for Labor, Equipment, and Installation in the Amount of \$478,725 and with The Garland Company for Materials in the Amount of \$554,614 for the Don Rodenbaugh Natatorium Roof Replacement Project Phase

1 for a Total Project Amount of \$1,136,673.

6. Authorize the City Manager to Award a Bid to Team Marathon Fitness, Inc., for the Purchase and Installation of Cardio Fitness Equipment at City Recreation Facilities in the Amount of \$136,208.
7. Motion to Set June 16, 2021, as the Date of the Canvass of the City of Allen General Runoff Election held on June 5, 2021.

Regular Agenda.

8. Award Bid and Authorize the City Manager to Execute a Contract with Ed Bell Construction Company for Construction of Arterial Roadway Improvements Associated with The Farm Development in the Amount of \$3,726,455.
9. Authorize the City Manager to Execute a Contract with AP Gulf States, Inc., dba Adolfson & Peterson Construction for the Construction of the Stephen G. Terrell Recreation Center in the Amount of \$40,406,500.
10. Motion to Confirm Appointments to the Downtown Steering Committee as Recommended by Mayor Fulk.

Other Business.

11. Calendar.
 - June 16 - Canvass of the General Runoff Election, 5:00 p.m.
 - June 22 - Council Reception, 5:30 p.m.

Executive Session. (As needed)

Legal, Section 551.071.

As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Agenda may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein.

(Closed to Public as Provided in the Texas Government Code.)

12. Reconvene and Consider Action on Items Resulting from Executive Session.

Adjournment.

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, June 4, 2021, at 5:00 p.m..

Shelley B. George, City Secretary

Allen City Hall is wheelchair accessible. Access to the building and special parking are available at the entrance facing Century Parkway. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 214.509.4105.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

June 8, 2021

SUBJECT:

Approve Minutes of the May 25, 2021, Regular City Council Meeting.

STAFF RESOURCE:

Shelley B. George, City Secretary

ATTACHMENTS:

Minutes

ALLEN CITY COUNCIL

REGULAR MEETING

MAY 25, 2021

Present:

Kenneth Fulk, Mayor

Councilmembers:

Baine Brooks, Mayor Pro Tem (absent)

Kurt Kizer

Daren Meis

Carl Clemencich

Lauren Doherty

Chris Schulmeister

City Staff:

Eric Ellwanger, City Manager

Eric Strong, Deputy City Manager

Tim Dentler, Assistant City Manager

Rebecca Vice, Assistant City Manager

Shelley B. George, City Secretary

Teresa Warren, Director, Public and Media Relations

Rocio Gonzalez, Deputy City Secretary

Pete Smith, Attorney

Workshop Session

With a quorum of the Councilmembers present, the Workshop Session of the Allen City Council was called to order by Mayor Fulk at 6:00 p.m. on Tuesday, May 25, 2021, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

- 1. Update on Allen USA Celebration.**
- 2. Update on Hotel and Convention Center.**
- 3. Committee Updates from City Council Liaisons.**
- 4. Questions on Current Agenda.**

With no further discussion, the Workshop Session of the Allen City Council was adjourned at 6:49 p.m. on Tuesday, May 25, 2021.

Call to Order and Announce a Quorum is Present

With a quorum of the Councilmembers present, the Regular Meeting of the Allen City Council was called to order by Mayor Fulk at 7:00 p.m. on Tuesday, May 25, 2021, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas.

Pledge of Allegiance

1. Posting of the Colors by Boy Scouts from Troop #1914.

Members of Boy Scout Troop #1914 Posted the Colors and Lead the Pledge of Allegiance.

Public Recognition

2. Citizen Comments.

- Ken Byler, 204 Allenwood Drive, Allen, Texas, spoke regarding term limits for Allen City Council.
- Council recognized scouts from Troop #1914 attending the council meeting as a requirement for the Citizenship in the Community merit badge.

Consent Agenda

MOTION: Upon a motion made by Councilmember Clemencich and a second by Councilmember Doherty, the Council voted five (5) for and none (0) opposed to adopt all items on the Consent Agenda as follows:

3. Approve Minutes of the May 11, 2021, Regular City Council Meeting.

4. Adopt an Ordinance Amending the Code of Ordinances, Chapter 6 – Health and Environment, Article VIII, Division 4 Related to Swimming Pools, Spas, Lagoons and Public Interactive Water Features.

ORDINANCE NO. 3824-5-21: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING CHAPTER 6, “HEALTH AND ENVIRONMENT,” ARTICLE VIII, “ENVIRONMENTAL HEALTH,” BY AMENDING DIVISION 1, IN ITS ENTIRETY; AND BY AMENDING DIVISION 4, IN ITS ENTIRETY; PROVIDING FOR A REPEALING CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

5. Adopt an Ordinance Approving the Settlement Agreement between CoServ Gas, Ltd., And the CoServe Gas Cities.

ORDINANCE NO. 3825-5-21: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, FINDING THAT THE SETTLEMENT AGREEMENT BETWEEN THE CITY AND COSERV GAS, LTD., IS REASONABLE; ORDERING COSERV GAS, LTD., TO IMPLEMENT THE RATES AGREED TO IN THE SETTLEMENT AGREEMENT; REQUIRING REIMBURSEMENT OF CITIES’ RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS

REQUIRED BY LAW; REQUIRING NOTICE OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING FOR AN EFFECTIVE DATE.

6. **Adopt a Resolution Denying Oncor Electric Delivery Company's Application for Approval of a Distribution Cost Recovery Factor.**

RESOLUTION NO. 3826-5-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY, LLC'S, APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE CITY SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH ONCOR CITIES STEERING COMMITTEE; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE CITY'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL; AND PROVIDING FOR AN EFFECTIVE DATE.

7. **Adopt a Resolution Appointing Pete Phillis to Fill a Vacant Term in Place No. 4 on the Board of Directors for Tax Increment Financing (TIF) Reinvestment Zone No. 1 (Garden District).**

RESOLUTION NO. 3827-5-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPOINTING THE BOARD OF DIRECTORS OF THE ALLEN TAX INCREMENT FINANCING REINVESTMENT ZONE NO. 1; AND PROVIDING FOR AN EFFECTIVE DATE.

8. **Adopt a Resolution Approving the Terms and Conditions of an Advance Funding Agreement (AFA) with The State of Texas Acting by and through The Texas Department of Transportation for the Allen Gateway Project.**

RESOLUTION NO. 3828-5-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE ADVANCE FUNDING AGREEMENT (HEREINAFTER "AGREEMENT") FOR THE ALLEN GATEWAY PROJECT BY AND BETWEEN THE CITY OF ALLEN, TEXAS, AND THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

9. **Award Bid and Authorize the City Manager to Execute a Contract with Advance Contracting Group for the 2021 Streets and Alley Rehabilitation Project in the Amount of \$967,050.**

10. **Authorize the City Manager to Execute a Sales Tax Revenue Reimbursement Agreement By and Between the City of Allen and Allen Economic Development Corporation for The Farm and The Avenue Projects.**

11. **Approve the Recommendation from the Tax Increment Financing (TIF) Reinvestment Zone Number One (Garden District) Board of Directors Relating to Payment to Watters Creek Owner, LLC, from the TIF Fund in the Amount of \$662,819.33 from the City Tax Increment, \$147,947.72 from the County Tax Increment, and a payment to the City from the TIF Fund in the Amount of \$15,000 for Administrative Support.**

12. **Authorize the City Manager to Execute a Contract with Erik Carlson, dba Area C Projects for the Design, Fabrication, and Installation of Artwork at the Don Rodenbaugh Natatorium in the Amount of \$200,000.**

The motion carried.

Regular Agenda

13. **Conduct a Public Hearing and Adopt an Ordinance for a Specific Use Permit for a Restaurant/Private Club Use for a 6,493± Square Foot Portion of a Building Located on Lot 7A-1, Block A, The Village at Allen; Generally Located South of Stacy Road and East of U.S. Highway 75 (and Commonly Known as 190 E. Stacy Road, B1000, Suite 1000). [Bar Louie (change ownership)]**

Mayor Fulk opened the public hearing and asked anyone wishing to speak for or against this item to do so at this time.

Diana Mather, 119 Cimarron Trail, Irving, Texas, did not speak, but wished her support be recorded.

With no one speaking, Mayor Fulk closed the Public Hearing.

ORDINANCE NO. 3829-5-21: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP AS PREVIOUSLY AMENDED BY GRANTING SPECIFIC USE PERMIT NO. 180 AUTHORIZING AN APPROXIMATELY 6,493± SQUARE FOOT PORTION OF A BUILDING LOCATED ON LOT 7A-1, BLOCK A, THE VILLAGE AT ALLEN, PRESENTLY ZONED FOR PLANNED DEVELOPMENT “PD” NO. 73 SHOPPING CENTER “SC” TO BE USED FOR A RESTAURANT/PRIVATE CLUB USE; PROVIDING A CONFLICTS RESOLUTION CLAUSE; REPEALING ORDINANCE NO. 3582-6-18; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Schulmeister and a second by Councilmember Meis, the Council voted five (5) for and none (0) opposed to adopt Ordinance No. 3829-5-21, as previously captioned, to granting Specific Use Permit No. 180 for a Restaurant/Private Club use. The motion carried.

14. **Conduct a Public Hearing and Adopt an Ordinance to Amend the Development Regulations of a Portion of Tract 6 of Planned Development No. 55 Commercial/Office to Allow Medical Clinic as a Permitted Use on Lot 4, Block B, Allen Central Retail Addition No. 3, Generally Located Directly South of McDermott Drive and West of U.S. Highway 75. (805 W. McDermott Drive [Texas Health Urgent Care])**

Mayor Fulk opened the public hearing and asked anyone wishing to speak for or against this item to do so at this time.

Robert Reeves, 3807 Vinecrest Drive, Dallas, Texas, spoke in support of this item.

Diana Mather, 119 Cimarron Trail, Irving, Texas, did not speak, but wished her support be recorded.

With no one else speaking, Mayor Fulk closed the Public Hearing.

ORDINANCE NO. 3830-5-21: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE AND ZONING MAP, AS PREVIOUSLY AMENDED, BY AMENDING THE USE AND DEVELOPMENT REGULATIONS OF LOT 4, BLOCK B, ALLEN CENTRAL RETAIL ADDITION, LOCATED IN AND SUBJECT TO THE REGULATIONS OF TRACT 6 OF PLANNED DEVELOPMENT "PD" NO. 55 TO ALLOW SAID PROPERTY TO BE USED FOR MEDICAL CLINIC USE; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Schulmeister and a second by Councilmember Doherty, the Council voted five (5) for and none (0) opposed to adopt Ordinance No. 3830-5-21, as previously captioned, to amend Planned Development No. 55 with the base zoning of Commercial/Office for a property generally located south of McDermott Drive and west of U.S. Highway 75. The motion carried.

Mayor Fulk recessed for a brief break at 7:35 p.m.

Mayor Fulk reconvened the meeting at 7:44 p.m.

15. Adopt a Resolution Establishing Rates and Fees for Commercial and Residential Solid Waste, Recycling, and Household Hazardous Waste Services.

RESOLUTION NO. 3831-5-21(R): A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ESTABLISHING FEES AND RATES FOR RESIDENTIAL AND COMMERCIAL SOLID WASTE COLLECTION SERVICES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Clemencich and a second by Councilmember Schulmeister, the Council voted five (5) for and none (0) opposed to adopt Resolution No. 3831-5-21(R), as previously captioned, establishing rates and fees for commercial and residential solid waste, recycling, and household hazardous waste services. The motion carried.

Other Business

16. Calendar.

- May 24 - June 1 – Early Voting Period for Runoff Election
- May 31 – City Facilities Closed in Observance of Memorial Day
- June 5 – Election Day, 7 a.m. – p.m.

17. Items of Interest.

- Councilmember Doherty congratulated area 2021 High School graduates.
- Mayor Fulk announced All Community Outreach Food Pantry as his charity of the month.

- Councilmember Schulmeister congratulated Officer Justin De La Cruz for his being recognized by Representative Leach for his community work as Officer Maxwell in education children through Patrol Stories.

Mayor Fulk recessed the Regular Agenda at 7:55 p.m. and announced the Executive Session.

Executive Session

In accordance with the Texas Government Code, the Allen City Council convened into Executive Session at 8:03 p.m. on Tuesday, May 25, 2021, in the Council Conference Room, 305 Century Parkway, Allen, Texas, in order to discuss matters pertaining to:

18. Economic Development Deliberations As Authorized by Section 551.087 of the Texas Government Code —

- Discussion of Potential Economic Incentives with Thakkar Development Group, LLC, for The Avenue Project Along SH 121 Corridor.

The Executive Session adjourned at 8:57 p.m. on Tuesday, May 25, 2021.

19. Reconvene and Consider Action on Items Resulting from Executive Session.

The Allen City Council reconvened into the Regular Meeting at 8:59 p.m. on Tuesday, May 25, 2021. No action was taken on items discussed in Executive Session.

Adjournment

MOTION: Upon a motion made by Councilmember Doherty and a second by Councilmember Meis, the Council voted five (5) for and none (0) opposed to adjourn the Regular Meeting of the Allen City Council at 9:00 p.m. on Tuesday, May 25, 2021. The motion carried.

These minutes approved on the 8th day of June 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: June 8, 2021

SUBJECT: Adopt an Ordinance Amending the Allen Land Development Code, Article II, Administration, Section 2.01.1, Planning and Zoning Commission Regarding Length of Terms.

STAFF RESOURCE: Shelley B. George, City Secretary

ACTION PROPOSED: Adopt an Ordinance Amending the Allen Land Development Code, Article II, Administration, Section 2.01.1, Planning and Zoning Commission Regarding Length of Terms.

BACKGROUND

The City Council has discussed that it will be advantageous, beneficial and in the best interest of the citizens of Allen to amend the Allen Land Development Code to set the length of term for members of the Planning and Zoning Commission at three (3) years. Terms will be staggered and will be established as follows:

Place 1 - next appointment will be made in 2021 for a three year term
Place 2 - next appointment will be made in 2022 for a one year term with following appointments for three year terms
Place 3 - next appointment will be made in 2021 for a three year term
Place 4 - next appointment will be made in 2022 for a three year term
Place 5 - next appointment will be made in 2021 for a three year term
Place 6 - next appointment will be made in 2022 for a three year term
Place 7 - next appointment will be made in 2021 for a two year term with following appointments for three year terms

MOTION

I make a motion to adopt Ordinance No. _____ to amend the Allen Land Development Code to set term lengths for the Planning and Zoning Commission.

ATTACHMENTS:

Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE ALLEN LAND DEVELOPMENT CODE, AS PREVIOUSLY AMENDED, BY AMENDING ARTICLE II, ADMINISTRATION, SECTION 2.01.1, PLANNING AND ZONING COMMISSION; MEMBERSHIP; MEETINGS; ESTABLISHING TERM LENGTH FOR PLANNING AND ZONING COMMISSION; PROVIDING FOR A CONFLICTS RESOLUTION CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Allen, Texas, has investigated and determined that it will be advantageous, beneficial and in the best interest of the citizens of Allen to amend the Allen Land Development Code to set the length of term of commissioners on the Planning and Zoning Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The Allen Land Development Code of the City of Allen, Collin County, Texas, be amended by amending the Article II, Administration, Section 2.01.1, Planning and Zoning Commission; Membership; Meetings; Establishing Term Length for Planning and Zoning Commission as follows:

“

1. The commission shall consist of seven members appointed by the city council to serve two-year terms. Effective September 30, 2021, the commission shall consist of seven members appointed by the city council to serve three-year terms. To provide for a transition from two-year terms of office to three-year terms office and to provide for staggered appointments of the commissioners, the appointment of commissioners identified by the City Secretary as places 1,3, and 5 for full terms commencing on or after September 30, 2021, shall be appointed to serve three-year terms, the appointment of commissioners identified by the City Secretary as places 4 and 6 for full terms commencing on and after September 30, 2022 shall be appointed to serve three-year terms, the appointment of the commissioner identified by the City Secretary as place 7 for a full term commencing on September 30, 2021 shall be appointed to serve an initial term of two-years and commencing on and after September 30, 2023 shall be appointed to serve three-year terms, and the appointment of the commissioner identified by the City Secretary as place 2 for a full term commencing September 30, 2021 shall be appointed to serve an initial term of 1-year and commencing on and after September 30, 2023 the commissioner identified by the City Secretary as place 2 shall be appointed to serve three-year terms.

SECTION 2. To the extent of any irreconcilable conflict with the provisions of this Ordinance and other ordinances of the City of Allen governing the use and development of the Property and which are not expressly amended by this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this Ordinance, or of the Allen Land Development Code Zoning Regulations, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Allen Land Development Code Zoning Regulations, as amended hereby, which shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect immediately from and after its passage. The term length shall apply to commissioners serving on the Planning and Zoning Commission as appointments are made after the effective date of this Ordinance.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 8TH DAY OF JUNE 2021.

APPROVED:

Kenneth M. Fulk, MAYOR

APPROVED AS TO FORM:

ATTEST:

Peter G. Smith, City Attorney

Shelley B. George, TRMC, City Secretary

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

June 8, 2021

SUBJECT:

Award Bid and Authorize the City Manager to Execute a Contract with Heritage One Roofing, Inc., for Labor, Equipment, and Installation in the Amount of \$478,725 and with The Garland Company for Materials in the Amount of \$554,614 for the Don Rodenbaugh Natatorium Roof Replacement Project Phase 1 for a Total Project Amount of \$1,136,673.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering
Kate Meacham, Director of Parks and Recreation

PREVIOUS COUNCIL ACTION:

On July 9, 2019, Council authorized the issuance and sale of City of Allen, Texas, Tax Notes, Series 2019, including the adoption of an ordinance authorizing the issuance of such notes, establishing parameters for the sale and issuance of such notes and delegating certain matters to authorized officials of the City.

On July 14, 2020, Council authorized the issuance and sale of City of Allen, Texas, Tax Notes, Series 2020, including the adoption of an ordinance authorizing the issuance of such notes, establishing parameters for the sale and issuance of such notes and delegating certain matters to authorized officials of the City.

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute a Contract with Heritage One Roofing, Inc., for Labor, Equipment, and Installation in the Amount of \$478,725 and with The Garland Company for Materials in the Amount of \$554,614 for the Don Rodenbaugh Natatorium Roof Replacement Project Phase 1 for a Total Project Amount of \$1,136,673.

BACKGROUND

The Don Rodenbaugh Natatorium was designed in 2001 with construction finished in 2002. The facility provides a leisure pool and swim lanes to both Allen residents, pool members, and the AISD swim team. It is operated and maintained by the Parks and Recreation Department, who are also responsible for repairs and oversight of the facility.

The Natatorium still has the original roof from its construction nineteen (19) years ago. The roof was inspected in 2018 for a condition assessment and deemed to be in poor condition and need of replacement. During the same year, leaks and moisture intrusion was discovered from the investigation of the roof. A report was compiled

showing that the roof had been laid in a manner that did not comply with current roofing standards, with entire sections of the facility without proper environmental protection. Given the expense involved, long-term programming was needed to appropriate funds. Coincidentally, in 2019, during the annual budget process, staff requested replacement of the Dectron Heating Ventilation & Air Conditioning (HVAC) system that maintains environmental controls. Investigation in 2019 had revealed that the system was requiring increasing cost of maintenance. This assessment was in alignment with the prior roof investigations, now explaining why the Dectron units were overloading, since they were trying to condition a space that had large amounts of external air penetration.

Tax notes were sold to fund an engineering investigation into the system to determine viability of the system and design a replacement.

In October of 2020, an engineering firm, BHB Inc., was contracted to do a study on the mechanical components. During this time it was determined that portions of the system were inactive and that the units had excessive downtime, were unable to maintain humidity and temperature within the Natatorium pool area, and was costing the city between \$40,000 to \$50,000 in repairs annually. The high humidity within the Natatorium's pool area resulted in damage to the security systems and electronics in the area. Another aspect of the system that had failed with this system is the supplemental heating to the pool water, using the heat exchangers as part of its operation. When functional, this saves the facility money and increases efficiency as it reduces the energy requirement and loads on the existing boiler unit. This water heating element has been broken for several years now. Replacement of the unit will renew this capacity.

The area of the roof that the Dectrons were located showed a great deal of patches and large amounts of ponding water. The original design of the vents and other mechanical, electrical, and plumbing components positioned these elements on the roof such that maintenance was difficult and rain, condensation and water discharge was not ideal. Since the roof was known to be in poor condition, and the roof-mounted HVAC units were needing replacement too, efforts were underway to coordinate the two replacements, given their interdependence. A detailed roof investigation helped determine the best path forward to fix the roofing and bring it into compliance with current code, while undertaking HVAC system replacement.

Due to the sheer extent of the repairs that are required, the project has been split into two phases. This was done for multiple reasons. The roof design was a simpler portion of the project and could be rapidly engaged once funding was available.

Phase 1 of the project replaces the roof over the pool, lobby, gym, and changing rooms. This accounts for about 80% of the facility roofing. The reason to do this area first was two-fold. There are few mechanical units and penetrations in these areas and the repairs could be done faster and at a time so as not to disturb the pool access for the Allen Independent School District's swim team and the general public. The second reason is that it represents the largest air leaks into the pool facility and is responsible for the overworked HVAC system, by replacing it before the Dectron units are replaced it will keep the new system from being overworked and provide time to seal the pool, while keeping the rest of the facility operational.

Phase 2 of the project replaces the roof, mechanical, electrical, and plumbing components that require change over the bleachers, sitting area, and pump room. This will require the shutdown of the pool facility as it will involve disconnecting the plumbing, electrical, and mechanical systems that are necessary for pool operations. During the execution of Phase 2, staff is also intending to use the downtime to replace the slide in the leisure pool and perform other repairs and maintenance. **Phase 2 (involving HVAC work and remaining roof) will not be awarded for construction until Spring/Summer of 2022, after the AISD competitive swim schedule is concluded.**

Designs were developed and additional funds requested, which were authorized in the Series 2020 Tax Notes by the Allen City Council. The Garland Company and BHB Engineering were engaged to address the smaller

area and prepare construction documents as well as perform an energy efficiency study.

A request for Proposal (RFP) process was used in acquiring pricing for **Phase 1** of the project and a total of five (5) responsive bids were received. The three lowest bids are below:

Solicitation 2021-12-33

Contractor	Calendar Days	Bid Amount
Heritage One Roofing Inc	100	\$478,725.00
Precision Roofing Inc	120	\$600,000.00
Tri-Lam Roofing	90	\$604,750.00

In December 2020, the City of Allen held a Request for Qualifications (RFQ) for roofing and weatherproofing manufacturers. This process focused on providing the city the best materials, service, and warranties possible for our facilities. The Garland Company was one company selected during this process and provides detailed specifications for roofing and waterproofing projects. The materials are ordered from Garland and their subsidiary companies and come with a full warranty pursuant to conditions mandated in the RFQ.

To save 10-15% on contractor markup, staff proposes to purchase material directly from The Garland Company in the amount of \$554,614. Heritage One Roofing, Inc., was responsible for providing a materials take-off list within their bid to specify quantities of materials needed. In accordance with our contract, unused materials shall be returned to the supplier and the city will be refunded; likewise, if additional materials are required, overages shall be purchased at the Contractor's expense. These materials will be shipped to and stored on city site in a protected area erected by Heritage One Roofing, Inc. The city will pay for the shipping costs which will be determined at the time of transport.

Contractor	Component	Proposal
Garland Company (Imetco)	Sheet Metal	\$32,042.50
Garland Company	Roof Coatings	\$44,190.00
Garland Company (Viking)	Roof Walk Pad	\$9,039.60
Garland Company	Roof Materials	\$333,695.00
Garland Company (Viking)	Roof Boards	\$135,646.00
Total Price		\$554,613.10

BUDGETARY IMPACT

This project will be funded in part with Tax Notes, approved by the Allen City Council on July 14, 2020. The roof replacement was listed among the recommended projects for an estimated \$1,600,000. Consequently, this first phase is within the budgeted amount.

Initially the project was conceived as two separate projects, an HVAC and a roof replacement. The HVAC replacement was requested in 2019. Initial funding for the engineering and investigation was made possible with 2019 tax notes. During the engineering investigation the roof was identified as an item that needed replacement and possible funding was identified using 2020 tax notes and general fund revenues within the Facilities Maintenance Fund in the annual budget. Any additional funding will be taken from savings in the 2019 Tax note projects.



PF2102-DRN Roof Replacement Funding Source (Phases 1 and 2)	
Description	Amount
2019 Tax Notes Initial funds	\$35,000
2019 Tax Notes Additional Funds Available	\$365,000
2020 Tax Notes	\$1,600,000
Facilities Maintenance Fund	\$900,000
Total Funding	\$2,900,000

PF2102-DRN Roof Replacement, Phase 1 Project Expenses	
Description	Expense
Construction	\$478,725
Materials	\$554,614
10% contingency	\$103,334
Total Price	\$1,136,673

STAFF RECOMMENDATION

Staff recommends to Award Bid and Authorize the City Manager to Execute a Contract with Heritage One Roofing, Inc., for Labor, Equipment, and Installation in the Amount of \$478,725 and with The Garland Company for Materials in the Amount of \$554,614 for the Don Rodenbaugh Natatorium Roof Replacement Project Phase 1 for a Total Project Amount of \$1,136,673.

MOTION

I make a motion to authorize the City Manager to award bid and to execute a contract with Heritage One Roofing, Inc., for labor, equipment, and installation in the amount of \$478,725 and with The Garland Company for the materials in the amount of \$554,614 for the Don Rodenbaugh Natatorium Roof Replacement Project Phase 1 for a total project amount of \$1,136,673.

ATTACHMENTS:

Agreement for Public Facility Project
Heritage One Bid Proposal
Abridged Inspection Report
Garland Company Material Estimate

STATE OF TEXAS

COUNTY OF COLLIN

§
§
§

AGREEMENT FOR PUBLIC FACILITY PROJECT
(MINOR)

This Agreement for Public Facility Services ("Agreement") is made by and between the City of Allen, Texas ("City") and Heritage One Roofing, Inc., a Texas Corporation ("Contractor") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the labor, goods, materials, equipment, installation, construction and services described in the Contract Documents (hereinafter defined) for Don Rodenbaugh Natatorium Roof Replacement, Phase 1 (the "Project"); and

WHEREAS, the Contractor desires to provide the labor, goods, materials, equipment, installation, construction and services described in the Contract Documents in accordance with the terms and conditions set forth in this Agreement (hereinafter defined as the "Work");

NOW THEREFORE, in exchange for the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term; Termination

1.1 Term. The term of this Agreement shall commence on the last date of execution hereof (the "Effective Date") and continue until the completion of the Services by the Contractor unless sooner terminated as provided herein.

1.2 Termination. This Agreement may be terminated upon any one of the following:

- (a) by written agreement of the Parties;
- (b) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or
- (c) upon written notice by City, if the Contractor suffers an event of Bankruptcy or Insolvency (for purpose of this section "Bankruptcy or Insolvency" shall mean the dissolution or termination of Contractor's existence as a going business, insolvency, appointment of receiver for any part of Contractor's property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and such proceeding is not dismissed within ninety (90) days after the filing thereof);

Article II

Scope of Work; Contract Documents

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence:

- A. This Agreement;
- B. City Request for Proposal #2021-12-33 incorporated herein; and
- C. Contractor's Response to City's Request for Proposal #2021-12-33 incorporated herein.

2.2 Contractor shall perform the Work (hereinafter defined) as set forth in the Contract Documents.

Article III

Project Scope of Work

3.1 General. Contractor shall perform the "Work" required, implied or reasonably inferable from the Contract Documents. The term "Work" shall mean whatever is done by the Contractor or required of the Contractor to perform and complete its duties under this Agreement including but not limited to the furnishing of any requested bonds and insurance, and the provision and furnishing of labor, supervision, goods, services materials, tools, fuel, power, light, heat, cooling, telephone, water, sanitary facilities, transportation, equipment, licenses and permits required by this Agreement necessary unless otherwise specified in the Contract Documents.

3.2 Notice to Proceed. Contractor shall not commence the Work necessary until receipt of a written notice to proceed from the City unless otherwise provided in the Contract Documents. Contractor shall commence the Work required under the Contract Documents within ten (10) calendar days after receipt of the City written notice to proceed. Any Work performed or expenses incurred by Contractor prior to Contractor receipt of the written notice to proceed shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.3 Change Orders.

(a) City, may from time to time, authorize change orders after the performance of the Work under the Contract has commenced necessary to decrease, increase the quantity of Work to be performed or materials, equipment or supplies to be furnished by the Contractor.

(b) The execution of a change order by the Contractor shall constitute the Contractor's agreement to the ordered changes to the Work under the Contract Documents. Contractor by

executing the change order waives and releases any claim against the City for additional time or compensation relating to the Work included in the change order.

(c) Any Work performed, or expenses incurred by Contractor prior to execution of the approved change order shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.4 Bonds. Contractor shall provide payment bonds and performance bonds for the Project to ensure completion of the Project pursuant to Chapter 2253, Texas Government Code. Contractor shall provide one (1) maintenance bond for the value of completed work for a period of two (2) years following completion of the Project in favor of City for the Project in accordance with City requirements and regulations pertaining to maintenance bonds for public improvements. During the term of this Agreement and any applicable Maintenance Bond period, Contractor agrees to respond to City requests deemed "warranty" within 5-business days for non-emergency issues, and within one (1) hour, for emergencies, which is defined as any instance that poses a hazard to building occupants, visitors, guests, and the public, and any instance if when left un-repaired, will cause damage to any portion of the City building or facility

3.5 Cleaning the Project Site. Contractor shall cause the Project site to be kept reasonably clean during performance of the Project Work. Upon completion of the Project Work, Contractor shall cause the Project site to be cleaned and cause the removal of all waste, rubbish, temporary structures, and other materials together with all of Contractor's property therefrom. Contractor shall cause the disposal of all refuse at a Texas Natural Resource Conservation Commission approved landfill. Contractor shall cause the restoration of all property damaged during the prosecution of the Project Work and shall leave the Project site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the Project Price.

3.6 Access to Work and Inspections. City and the State of Texas, and their respective representatives, shall have access to the Project Work at all times. The Contractor shall take whatever steps reasonably necessary to provide such access when requested. When reasonably requested by the City, the Contractor shall perform or cause to be performed such testing as may be reasonably necessary or reasonably appropriate to ensure suitability of the jobsite or the compliance of the Project Work with the Contract Documents.

3.7 Suspension or Stoppage of Work.

(a) City shall have the right to immediately suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable considerations considered unfavorable for the proper prosecution of the Work or for failure of the Contractor to carry out the instructions from the City or if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the Project site and the Work from damage, loss or harm. Contractor shall not

be compensated for periods of delay caused by suspension of Work by City. If Work is suspended due to no fault of Contractor, an extension of time shall be granted by City by change order upon written application, which extension shall not be unreasonably denied.

(b) If Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, or if City has sufficient reason to believe that Contractor is not and will not complete the Work by the scheduled date for completion or if the best interests of the public health, safety or welfare so require, City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

(c) If the Contractor's Work is stopped by the City under Paragraph 3.7, or in the event the Contractor does not timely complete the Punch List items, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the City that the cause of such stoppage will be eliminated or corrected, or as applicable the Punch List Items will be timely completed then the City may, without prejudice to any other rights or remedies the City may have against the Contractor, proceed to carry out the subject Work and/or Punch List items, as applicable. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of completing the Punch List items, and the costs of correcting the subject deficiencies, plus compensation for the any engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the City, the Contractor shall pay the difference to the City.

3.8 Contractor Representations. Contractor represents and covenants that its Work forces can perform the Work for the Project and agrees to work simultaneously with any representatives assigned by or contracted by the City, as a part of the Project to ensure continuity of Project Work.

3.9 Contractor Representative. Contractor agrees to provide a representative on the Project site at all times Work is being performed, for communication with the City, receiving materials and equipment, directing Contractors Work, and to provide daily Project clean-up.

3.10 Compliance with applicable law. Contractor shall and shall cause its employees and sub-contractors to comply with all personnel safety programs applicable for the Project Work and to keep the Project area clean and free from debris on a daily-basis, and to keep noise and obnoxious odors to a minimum. Personnel safety programs include but are not limited to protective eyewear; protective clothing; appropriate footwear; ear protection; hard hat, and reflective vest. Project protection includes warning devices such as barricades, lights, signs, and other such devices as may be appropriate or required by the City to protect persons or property in, near, or adjacent to the Project site. Such property includes landscape, irrigation, walkways, doors/frames, glass, elevators, furniture, and fixtures. The Contractor shall comply with all applicable federal, State, and local laws regarding occupational safety and health, as well as providing protection of the environment. This shall include but is not limited to compliance with the U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and the U.S. Environmental Protection Agency (EPA) guidelines and regulations.

3.11 Project Work Disturbance. In the event Project work by the Contractor and/or its subcontractors disrupts any City service, causes damage to City property, or causes harm to any person, Contractor agrees, at its sole cost and expense, to immediately contact the City Project Manager, while providing appropriate emergency response, including but not limited to, calling police, fire and/or the appropriate utility company regarding service.

3.12 Walk Through and Punch-List. When Contractor believes the Work is substantially complete, Contractor shall notify City in writing that the Work is substantially complete and request the City inspect the Work. The Contractor agrees to perform a walk-through of the Project with the City, upon completion of the Work, and to establish a punch-list of items required for final City acceptance of the Work. Contractor further agrees to complete all punch-list items within twenty-one (21) business days after issuance of the punch-list, unless otherwise provided in the Contract Documents. Failure to complete Project and/or the punch-list within this timeframe shall result in liquidated damages being assessed against Contractor, in accordance with section 4.4.

3.13 Criminal Backgrounds. From time to time, at its sole discretion, the City may require criminal background checks on Contractor and its employees (and its sub-contractors and its employees) who will be performing after-hours Work, and/or require access to Public Safety or City facilities, technology rooms, or secure areas. Criminal background checks are conducted in accordance with Department of Public safety regulations at no charge to the Contractor. All information obtained as part of the criminal background process is kept strictly confidential. Contractor agrees to submit and cause its employees (and to cause its sub-contractor and its employees) to the criminal background process, if required by the City. All decisions regarding Contractor and its employees (and its sub-contractor and its employees) access to City facilities are final.

3.14 Contractor Conduct. Contractor (and its sub-contractors) representatives, and employees shall conduct themselves in a professional and workmanlike manner at all times when performing the Work and on the Project site, including wearing appropriate clean work attire consistent with the type of work being performed, and hard hat, reflective vest, and protective eyewear when required by the Contract Documents. The use of any tobacco product, including smokeless tobaccos, vapor and E-cigarettes, inside City facilities is prohibited. Smoking is permitted outside of City facilities, in designated smoking areas, if at least 50-feet from any facility door. City shall cause the removal of, and, to require Contractor to remove Contractor's (and its sub-contractor's) employees from the Project site if in violation of the foregoing standards.

3.15 Prevailing Wage Rates. The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. City has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Agreement. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the Owner of a sum of not less than Sixty Dollars (\$60.00) for each person

per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by City, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the City to ensure compliance with this provision.

Article IV

Compensation and Method of Payment

4.1 General.

(a) **Contract Price.** City shall pay, and Contractor shall accept, as full and complete payment for the Work required under the Contract Documents a total amount not to exceed Four-Hundred Seventy-Eight Thousand Seven-Hundred Twenty-Five Dollars and zero cents (\$478,725.00) (the "Contract Price") to be paid as set forth herein.

(b) **Payment of the Contract Price.** Unless otherwise provided in the Contract Documents the Contractor shall be paid on a monthly-basis within thirty (30) days after City receipt of the Contractor's detailed monthly itemized invoice for Work and City verification of the work and Services set forth in the Contractor's monthly invoice. Contractor shall submit a monthly invoice on or before the 5th calendar day of each month beginning with the first calendar month following the date of the City notice to proceed for the Work provided during the previous ending calendar monthly period, in a form prescribed by the City of Allen, if applicable. The Contractor's detailed monthly itemized invoice shall, at a minimum include and show the Contract Price, the billing period, Project name, contract number issued by the City, schedule of values for the Work performed, amount of Work complete, percentage of the Work completed, the amount of Work being invoiced, amount of any City approved change orders, amount of Retainage (hereinafter defined) being withheld, and the amount of the Contract Price remaining to be paid.

4.2 **Retainage.** An amount equal to ten percent (10%) of the Contract Price shall be retained by City if the Contract Price is less than Four Hundred Thousand Dollars (\$400,000.00) and five percent (5%) if the Contract Price is Four Hundred Thousand Dollars (\$400,00.00) or more ("Retainage"), and shall be paid over by City to Contractor as the final installment of the Contract Price after the following has occurred to the reasonable satisfaction of City:

- (a) Contractor shall have completed all punch-list items, if any.
- (b) City shall have conducted a final inspection and has accepted the Work.
- (c) City shall have received a completion certificate executed by Contractor and the City's inspector stating that the Work has been completed in accordance with the Contract Documents, together with such other evidence that no mechanics or materialmen's liens or other encumbrances have been filed against the Work or the Project.
- (d) Contractor shall have delivered and assigned (or caused to be delivered and assigned) all warranties and maintenance bond(s) for the Work to the City.

(e) Submittal of executed Contractor's affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the City, or the City's property, might be responsible, have been fully paid or otherwise satisfied;

(f) Contractor shall deliver to City a set of record ("as-built") drawings, professionally prepared by a licensed engineer, in hardcopy, PDF digital and CAD digital formats in accordance with the current standards set forth by City Engineering Department, unless otherwise provided in the Contract Documents or otherwise approved by the Director of the City Engineering Department.

(g) Removed all materials, equipment, tools, and supplies, not required to remain on-site as indicated by the City, including storage containers, lifts, trash receptacles, and dumpsters;

(h) Re-established the Project site to its original condition, including but not limited to furniture, fixtures, equipment, finishes, landscaping, irrigation, and/or any concrete, disturbed by Contractor's work;

(i) Return of keys and/or security cards issued to Contractor for Project access.

4.3 Project Records and Audits. Contractor shall keep, and cause each sub-contractor to keep, a complete and accurate record to document the performance of the Work and to expedite any audit that might be conducted by City. Contractor shall maintain, and cause each contractor to maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement for the Work; and Contractor shall make, and cause each contractor to make such materials available to City for review and inspection during the term of this Agreement and for a period of two (2) years from the date of City acceptance of the Work, or until any pending litigation or claims are resolved, whichever is later.

4.4 Liquidated Damages. Contractor shall pay to City the sum of two-hundred forty dollars and zero cents (\$240.00) per day for each and every day of unexcused delay in achieving completion of the Work beyond the date set forth for completion of the Work for one-hundred (100) days from the receipt of the Notice to Proceed. including the completion of all Punch-List items identified by the City following substantial completion. Any sums shall be payable hereunder by Contractor, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by City, estimated at or before the time of execution of this Agreement. When City reasonably believes that the Work will be delayed, City shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then reasonably determined by City to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving the completion of the Work, or part thereof, for which City has withheld payment, City shall promptly release to Contractor those funds withheld as liquidated damages. The City shall have the sole discretion to determine whether a delay is excused, or unexcused, and such determination shall be final.

4.5 No Damages for Delay. No claim shall be made by the Contractor to City, and no damages, costs or extra compensation shall be allowed or paid by City to Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Agreement. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions

by written change order. Should the Contractor be delayed by an act of City, or should City order a stoppage of the Work for insufficient cause, an extension of time shall be granted by the City by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

Article V

Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Work under this Agreement. Should the City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of the Work required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed in writing by the Parties.

5.2 To the extent reasonably necessary for the Contractor to perform the Work under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the Work under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 Contractor shall furnish the facilities, equipment and personnel necessary to perform the Work required under this Agreement unless otherwise provided herein, without relying on City resources for water, sewage disposal, cleaning, or any other waste disposal.

Article VI

Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Contractor may not assign this Agreement, without the prior written consent of the City.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All Work to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its work and services and shall be entitled to control the manner and means by which its work and services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

Eric Ellwanger
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 – facsimile

If intended for Contractor:

Heritage one Roofing, inc.
Attn: Jeff Kengott
3217 Halifax St.
Dallas, TX 75247
214-353-8560- phone
214-535-8030- facsimile

6.9 Insurance.

(a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, and minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to City and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include the City being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to the City and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; (iv) Policy of Property/Builders Risk Insurance Policy with "all-risk" coverage on the entire Project construction value with replacement cost basis of the Project work and materials in transit and stored off the Project site destined for incorporation; (v) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial general liability insurance, automobile insurance and employer's liability insurance. This insurance shall be primary to any policy or policies carried by or available to City and shall be provided on a "following form basis"; and (vi) Professional Liability Insurance (if applicable) with limit of not less than \$2,000,000 for all negligent acts, errors, and omissions by the contractor, its sub-contractors, consultants and employees, that arise out of the performance of this Agreement.

(b) All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability Insurance; and (2) provide for at least thirty (30) days prior written notice to the City for cancellation of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. Contractor shall provide written notice to the City of any material change of or to the insurance required herein.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work and upon request by the City.

(e) Contractor shall cause its subcontractors performing the Work to obtain and maintain the insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE WORK OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR’S NEGLIGENT PERFORMANCE OF THE WORK UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS, SUBCONTRACTORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR’S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS’ FEES, INCURRED BY CITY IN CONNECTION WITH ANY ACTION AGAINST CITY FOR PERSONAL INJURY OF ANY EMPLOYEE OF THE CONTRACTOR OR ANY OF CONTRACTORS’S SUB-CONTRACTORS AND CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE’S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN “EMPLOYEE INJURY CLAIM), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF CITY.

6.11 Debarment and Suspension.

(a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.14 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2021.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:


By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 28TH day of MAY, 2021.

HERITAGE ONE ROOFING, INC.

By: 
Name: JEFF KENBOTT
Title: VICE PRESIDENT

SECTION IV PROPOSAL CONTENT & EVALUATION CRITERIA

EVALUATION PROCESS

The objective of this evaluation process is to identify and select the proposer with the best satisfies the requirements of the City of Allen. All proposals received by the submission deadline will be evaluated by the City of Allen evaluation committee. The evaluation committee will review, rate, and rank each proposer's proposal in accordance with the weighted criteria contained in this document.

EVALUATION CRITERIA

PLEASE NOTE THAT THIS PROPOSAL WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful proposer will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase price;
- the reputation of the proposer and the proposer's services;
- the quality of the proposer's service;
- the extent to which the proposer's services meet the City's needs; and
- the proposer's past business relationship with the City.

PROPOSAL RESPONSE DOCUMENTS

In order to be considered responsive, the Proposer shall submit with their Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent and expeditious manner.

Please provide a sample with your submittal.

PROPOSER QUALIFICATIONS

Each respondent to this proposal shall be capable of meeting the following minimum requirements:

1. Proposers must demonstrate that they can furnish all labor, materials, tools and equipment as specified herein; including components and accessories required for a complete installation.
2. Proposers must demonstrate that they are financially stable and that they have been a commercial provider for at least the past three years.
3. Proposers must be capable of and are required to submit criminal background checks on all employees performing this contract **prior to any work being performed.**
4. Proposers bid price shall be enough to pay all applicable Federal, State withholding, worker's compensation, insurance and to comply with the current minimum wage.
5. Proposers must submit with their proposal proof of insurance. The awarded contractor must provide the city with their certificate of insurance, meeting all the city's insurance requirements within five (5) working days of award notification. Failure to provide the city with a certificate of insurance, meeting all the city's insurance requirements within five (5) working days of award notification may result in the city awarding the contract to another contractor.

COMPANY OVERVIEW

Respondent shall provide the following information with their submission, including a brief company overview, history, and financial status:

1. Firm name, address, phone number, and date established;
2. Address and location of the local responsible office;
3. Name of office principals, their experience and professional qualifications;
4. Describe your firm's experience in providing likes services including the number of years your firm has actively provided such services;
5. Provide a complete and current listing of all industry certifications, accreditations and affiliations your firm holds; and
6. Describe whether your firm has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm's client cities.

REFERENCES

1. Vendor shall have a minimum of TEN (10) years of experience.

Does your firm meet this requirement? ☒ Yes ☐ No

2. Minimum of two references installed 5-8 years ago.

3. Proposers must submit with their proposal a list of at least five (5) current references.

References should include a contact name, email address and telephone number for jobs/contracts in the Public and/or Private Sectors that are equal to the size and complexity of the City of Allen's requirements, provided herein.

PROPOSAL RESPONSE DOCUMENTS/ PROPOSAL FORMAT AND CONTENT

The City of Allen discourages lengthy and costly proposals, however, for the City to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide the information requested.

In order to be considered responsive, the Proposer shall submit with their Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent manner. RFP responses shall be submitted professionally to include clearly identifiable sections, in the same order for each section as required. Also, include the RFP Pricing.

EVALUATION PROCESS AND SELECTION CRITERIA

The objective of the evaluation process is to identify and select the proposer that best satisfies the requirements of the City of Allen. The City of Allen's staff that will be responsible for these services will evaluate all proposals received by the submission deadline. The evaluation committee will review, rate and rank each proposal in accordance with the weighted ranking criteria contained in this document. RFP responses shall remain confidential until the contract has successfully been awarded.

If deemed necessary to the evaluation process, the City reserves the right to conduct presentations and/or interviews with proposers at no cost to the City.

There are 100 possible points for this proposal evaluation, broken out as follows:

PRICE	25 points
TIMELINE FOR PROJECT COMPLETION	25 points
REFERENCES	25 points
PROPOSER QUALIFICATIONS & EXPERIENCE	25 points

SECTION V PRICING

The following sections are taken direction from the PDF document titled "Scope of Work and Roof Report Summary (2021-12-33)," which is also included on the eBid website. This document includes detailed explanations of the work to be completed, as well as the materials needed for project completion.

SECTION TITLE	PRICE
Rough Carpentry (pages 14-16)	\$ <u>16,000</u>
Roof Board Insulation (pages 17-20)	\$ <u>180,384</u>
Modified Bituminous Membrane Roofing (pages 21-35)	\$ <u>77,307</u>
Sheet Metal Flashing and Trim (pages 36-39)	\$ <u>41,654</u>
Elastomeric Acrylic Wall Coating (pages 40-44)	\$ <u>46,500</u>
<u>Mechanical-Electrical-Plumbing</u>	\$ <u>116,480</u>
Project Total Cost	\$ <u>478,525.00</u> Dollars
	<u>Four hundred seventy eight Thousand five hundred and twenty five</u>
Contractor's Anticipated Project Start Date	<u>July 1, 2021</u>
Contractor's Anticipated Project End Date	<u>OCTOBER 10, 2021</u>
Total Number of Days Proposed	<u>100</u>

PROPOSAL ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

PROHIBITION OF BOYCOTT ISRAEL Vendor verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY: Heritage One Roofing, Inc / Scott Riddle

(OFFICIAL Firm Name)

By: W. Scott Riddle

(Original Signature) **Must be signed to be considered responsive**

W. Scott Riddle
(Typed or Printed Name)

(Title)

Administrator

(Date)

5/6/21

Remittance Address:

3217 Halifax

Dallas, TX 75247
(Zip Code)

Phone #: (214) 353-8560

Fax #: (214) 353-8030

E-Mail Address: scott.r@heritageonerroofing.com

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDA/AMENDMENTS:

1) Date acknowledged 5/4/2021

2) Date acknowledged 5/4/2021

3) Date acknowledged _____



Inspection Report

Client: City of Allen

Facility: Don Rodenbaugh Natatorium

Report Date: 06/05/2018

Roof Section: Modified Bitumen

Inspection Information

Inspection Date 06/05/2018

Core Data Yes

Inspection Type Visual Inspection

Leakage Yes

Deck Conditions Good

Flashing Conditions

Perimeter Poor

Wall Failed

Projections Poor

Counterflashing Poor

Miscellaneous Details

Reglets Fair

Debris Yes

Control Expansion Joints -

Ponding Water Moderate

Parapet Wall Poor

Coping Joints Poor

Perimeter

Rating Poor

Condition The perimeter of the roofs are all walls with metal caps. In some areas, the metal cap flashings have totally failed and are allowing moisture into the walls.

Field

Rating Failed

Condition

The field of the roof over the entire facility has failed. This is typical of an ASTM Type I D6164 sheet of this age. The main cause of the failure is the use of lower quality generic materials. Further, at the time of installation, the [roofing](#) materials installation was not properly monitored and it appears that they were installed at the wrong temperature as recommended by the manufacturer. The most glaring defects are blistering in the field of the roof and flashing, and ponding water on all mechanical roof sections.

Blisters: Soft spongy pockets or swellings in the roofing material. They occur between layers of felt or between the roof membrane and substrate. Air or moisture vapor entrapped within a blister expands as the roof and outside air temperatures rise. This results in sufficient pressure to push the roofing membrane upwards and apart. Blisters may be ruptured by roof [traffic](#), expanding frozen water, or hail (especially during colder [weather](#)). Some blisters may become so large as to affect drainage, which may then cause ponding water. Laps could also be pulled apart, resulting in leakage. A ruptured blister will immediately allow water to penetrate and [damage](#) the roof system.

Penetrations

Rating Poor

Condition

Overall the penetrations flashing are in poor condition. There are many repairs made at the base of the penetrations.

Drainage

Rating Good

Condition

The drainage of the roof system is good. There are areas on the mechanical roof that will have to have tapered insulation installed when the roof is replaced. However, the flashing around the drains has failed.

Other

Rating Failed

Condition

The walls of all the side roof sections are showing signs of severe efflorescence, spalling, cracking, and leaching iron. This means the wall is taking on more moisture than it can hold. The moisture is causing the face of the wall to chip off. This is of great concern and is in need of attention.

The building metal trim (facia) that has a "wall panels" look is "oil canning" (wrinkling) because there is too much stretch out of the panel. This is more of an aesthetic problem at this time. We would suggest metal panels be installed when the roof is replaced. It would match all the red metal up better.

Overall

Rating Failed

Condition On June 5, 2018 Kyle Branch and Scott Riddle visually observed and evaluated the roofs for current roof condition, life expectancy, and budgets for required repairs.

The existing roof system is a generic multi-ply, hot asphalt applied with multiplies and a Mineral surfaced modified bitumen cap sheet. Installed over perlite coverboard and polyisocyanurate insulation over - three types of decks. Concrete, CWW (tectum), and metal decks. There are consistent signs of high mineral loss for a membrane of this age. There is extreme blistering of the membrane and flashing throughout the entire building. Wrinkling of the membrane and flashing is present on all roof levels.

The existing roofs have failed and the expected life is 1-3 years.

The roof is in very poor condition. The best option is the replacement of the existing roof membrane, associated metal flashing, and the addition of metal panels. The walls of the side roofs are failing and need to be addressed as soon as possible.

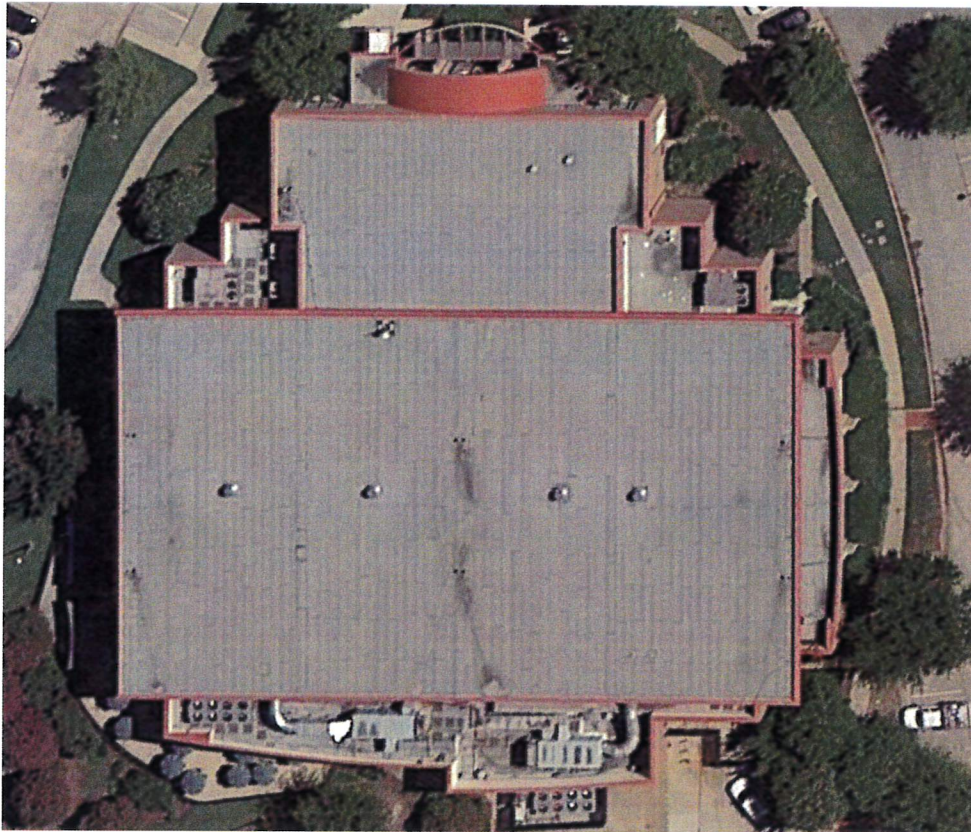


Photo 1

Don Rodenbaugh
Natatorium Arial Photo



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL PROPOSAL

City of Allen
Don Rodenbaugh Natatorium – Roof Replacement Phase 1
110 Rivercrest Blvd
Allen, TX 75002

Proposal Date: 06/01/2021

Purchase Request / Delivery Order Language: Garland/DBS, Inc.

PLEASE NOTE: This quotation will only cover the materials listed below and does not include the costs to install the roofing products that are being provided.

<u>Material</u>	<u>Price per Unit</u>	<u>Quantity</u>	<u>Extended Price</u>
HPR Torch Base Sheet	\$ 239.00	80	\$ 19,120.00
Insul-Lock HR Foam Adhesive	\$ 361.00	60	\$ 21,660.00
StressPly IV Mineral	\$ 318.00	650	\$ 206,700.00
Flex Base 80	\$ 198.00	475	\$ 94,050.00
Green-Lock Structural Adhesive	\$ 16.00	60	\$ 960.00
Tuff-Flash Plus LO (A&B)	\$ 424.00	5	\$ 2,120.00
All-Sil Black	\$ 14.00	240	\$ 3,360.00
Flashing Bond	\$ 113.00	25	\$ 2,825.00
Tuff-Stuff MS Sealant	\$ 16.00	200	\$ 3,200.00
Pyramic Plus LO	\$ 382.00	1	\$ 382.00
Tuff-Coat (Premium Cadet Gray)	\$ 491.00	25	\$ 12,275.00
Tuff-Coat (Premium Portland Stone)	\$ 491.00	25	\$ 12,275.00
Garla-Prime	\$ 125.00	45	\$ 5,625.00
Garland 22 Gauge Flat Stock	\$ 101.79	340	\$ 34,609.45
IntelliWrap SA	\$ 868.25	16	\$ 13,892.00
Viking 1/2" HD Woodfiber Board (4' x 8')	\$ 46.15	404	\$ 18,644.60
Viking 2.2" Polyiso Insulation (4' x 4')	\$ 81.55	804	\$ 65,566.20
Viking 1/2" Securock (4' x 4')	\$ 75.40	48	\$ 3,619.20
Viking 1/2" Securock (4' x 8')	\$ 74.10	135	\$ 10,003.50
Viking TrafGard Walkway Pads (2' x 3' x 1/2")	\$ 33.48	8	\$ 267.84
Viking TrafGard Walkway Pads (2' x 6' x 1/2")	\$ 66.96	3	\$ 200.88
Viking TrafGard Walkway Pads (3' x 4' x 1/2")	\$ 66.96	8	\$ 535.68
Viking TrafGard Walkway Pads (4' x 6' x 1/2")	\$ 133.92	60	\$ 8,035.20
CI Roof Board 35" x 150" - 20 mils	\$ 84.24	35	\$ 2,948.40
Ram Board Seam Tape	\$ 18.73	30	\$ 561.90
	TOTAL PRICE (Prior to Freight):		\$ 543,436.85
	*Estimated Freight:		\$ 11,177.15
	TOTAL PRICE (Including Estimated Freight):		\$ 554,614.00

*The freight pricing is an estimated price. An actual freight price will be determined once the material shipment has been released. The final invoice will reflect the actual final freight costs.



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Any material not exclusively described in the above proposal is excluded.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Communication relating to this proposal may be directed to:

Matt Egan
3800 E 91st Street
Cleveland, OH 44105
Phone: 216-430-3662
Fax: 216-833-2055
megan@garlandind.com
END OF PROPOSAL

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE: June 8, 2021

SUBJECT: Authorize the City Manager to Award a Bid to Team Marathon Fitness, Inc., for the Purchase and Installation of Cardio Fitness Equipment at City Recreation Facilities in the Amount of \$136,208.

STAFF RESOURCE: Kate Meacham, Director, Parks and Recreation
Travis Cunniff, Recreation Services Manager, Parks and Recreation
Debra Morris, Purchasing Manager

BOARD / COMMISSION ACTION: For FY21, the Allen Community Development Corporation approved a project for \$200,000 to purchase and install Recreation Facility Cardio Equipment at city facilities.

ACTION PROPOSED: Authorize the City Manager to Award a Bid to Team Marathon Fitness, Inc., for the Purchase and Installation of Cardio Fitness Equipment at City Recreation Facilities in the Amount of \$136,208.

BACKGROUND

In FY2021, the Allen Community Development Corporation approved a project to purchase and install Recreation Facility Cardio Equipment. The purchase of recreation facility cardio equipment is intended to replace aging equipment that is currently in place and focuses on treadmills and adaptive motion trainers. Replacement and updates are essential in order to provide a high level of service and maintain a safe environment to our Allen residents and other users of the facilities.

Previously, the last full-scale replacement of cardiovascular fitness equipment was in early 2015. Scheduled preventative maintenance has been performed during this time but with cardio equipment life cycle of five years, replacing is essential to providing a safe quality experience.

On March 18, 2021, the Purchasing Division issued a Request for Proposal for Cardio Fitness Equipment and invited 577 vendors. On April 15, 2021, one proposal was received. Team Marathon Fitness, Inc., included in their response all requested equipment for Don Rodenbaugh Natatorium and Joe Farmer Recreation Center, a competitive trade-in, and the best overall value for the City of Allen. With having previous experience with Team Marathon Fitness, Inc., the City is confident in moving forward with the award.

Team Marathon Fitness, Inc., will provide services including all equipment, installation, training, preventative maintenance for one year, and a five-year extended warranty.

The remaining available approved funds will be utilized for other small cardio pieces in various facilities.

BUDGETARY IMPACT

Allen Community Development Corporation Funds approved in FY2021.

STAFF RECOMMENDATION

Staff recommends that the City Council Authorize the City Manager to Award a Bid to Team Marathon Fitness, Inc., for the Purchase and Installation of Cardio Fitness Equipment at City Recreation Facilities in the Amount of \$136,208.

MOTION

I make a motion to authorize the City Manager to award a bid to Team Marathon Fitness, Inc., for the purchase and installation of Cardio Fitness Equipment at city recreation facilities in the amount of \$136,208.

ATTACHMENTS:

Cardio Bid Tab



Request for Proposal # 2021-12-37
Bid Tab - Cardio Fitness Equipment

Vendor: Team Marathon Fitness, Inc.

Line #	Description	QTY	Unit	Catalog List Price	%Discount	Extended Price
1	Precor TRM885 Treadmill w 5YR Parts & Labor Warranty, Freight & Install 15" touchscreen console, networked to Precor cloud, PREVA software for fitness tracking, embedded TV, On Demand entertainment channels, Netflix, Spotify, messaging tools, facility branding, and more PRECOR 2021 - https://www.precor.com/en-us/commercial/cardio/treadmills/trm-885ng-treadmill	11	EA	\$13,595.00	20%	\$119,636.00
2	Training		HR	\$150.00		included
3	5 Years Extended Warranty)Parts & Labor)		YR	\$2,499.00		included
4	Annual Preventative Maintenance		AN	\$1,100.00		included
Total Amount						\$119,636.00
5	Precor 885 AMT with Open Stride - P82 Console w/15' Touchscreen/TV (120V) (Tungsten Shroud/Black Frame)	2	EA	\$13,295.00	20%	\$21,272.00
6	Training		HR	\$150.00		included
7	5 Years Extended Warranty)Parts & Labor)		YR	\$2,499.00		included
8	Annual Preventative Maintenance		AN	\$1,100.00		included
Total Amount						\$21,272.00
Line #	DESCRIPTION					Value
9	Trade-In equipments (Attachment A)	11	EA			\$4,500.00
Line #	DESCRIPTION					Value
10	Possible Trade-In equipments (Attachment A)	2	EA			\$200.00
Total Amount with Trade-In						\$136,208.00

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

June 8, 2021

SUBJECT:

Award Bid and Authorize the City Manager to Execute a Contract with Ed Bell Construction Company for Construction of Arterial Roadway Improvements Associated with The Farm Development in the Amount of \$3,726,455.

STAFF RESOURCE:

Chris Flanigan, Director of Engineering

PREVIOUS COUNCIL ACTION:

August 11, 2020, City Council authorized the City Manager to execute a professional service agreement with Dynamic Engineering Consultants PC. for the Ridgeview Drive and Alma Drive Roadway Improvement Project in the amount of \$129,490.

November 10, 2020, City Council Authorized the City Manager to Negotiate and Execute an Economic Development Incentive and Easement Agreement and Project Development Agreement with The Farm Development Co.

ACTION PROPOSED:

Award Bid and Authorize the City Manager to Execute a Contract with Ed Bell Construction Company for Construction of Arterial Roadway Improvements Associated with The Farm Development in the Amount of \$3,726,455.

BACKGROUND

The Farm Development Project is currently under construction and The Avenue is planned to begin construction in FY21. Both developments reside along Alma Drive north of Ridgeview Drive. These abutting developments require adding two lanes to the outside of Alma Drive (north of Ridgeview Drive), as has been intended to finish the roadway. The Farm Development will also have a direct impact to Ridgeview Drive specifically requiring the need for two westbound lanes on Ridgeview Drive from Watters Branch Creek to Alma Drive. The proposed lanes on Alma Drive and Ridgeview Drive will accommodate the anticipated traffic volume increase on both roadways. At project completion, Alma Drive will be a six-lane divided roadway and Ridgeview Drive will be four-lane divided roadway.

Both roadways are identified on the City's Master Thoroughfare Plan as well as Collin County's Master Thoroughfare Plans as eventually being six-lane divided roadways in the final build-out condition.

This project was bid with alternates for the ease of funding source allocation. Staff recommends awarding the base bid with all alternates, described below. By awarding these alternates with the base bid, the City will achieve cost saving through economy of scale and a single mobilization fee. There will also be valuable time

savings by allowing our chosen contractor to complete all the work at once as well future traffic impacts with smaller separate construction projects.

Base Bid: Includes the cost of construction for the additional northbound and southbound lanes of Alma Drive, and the westbound lanes on Ridgeview Drive. Drainage infrastructure will also be built with the base Bid.

Alternate 1: Includes the cost of construction for right and left turn lanes into the future Farm development. The Developers of the Farm will provide reimbursement the cost of the right turn lanes into their development, in accordance with the approved Development Agreement, in the amount of \$194,481.97.

Alternate 2: Includes the cost of installing LED roadway illumination within the median of Ridgeview Drive.

Alternate 3: Includes the cost of upgrading the traffic signal infrastructure. With the additional lanes at the intersection of Alma and Ridgeview Drives signal improvements are required to bring the existing signal up to industry standards and will also provide ADA compliance at the intersection.

Alternate 4: Includes the cost of construction for the dedicated right turn lane for southbound Alma Drive to westbound Exchange Parkway. This also includes sidewalk, ramp and pedestrian pole relocations necessary.

On May 6, 2021, ten (10) bids were received. The three (3) lowest and responsive bids are below:

Bid 2021-3-69

Contractor	Calendar Days	Bid Amount Base Bid plus Alternates
McMahon Contracting LP	325	\$ 3,262,149.47
Ed Bell Construction Company	180	\$ 3,387,686.69
DDM Construction Corporation	340	\$ 3,414,524.92

This project was competitively bid and publicly advertised, with terms for selection based on "best value". Upon review of the price proposals, reference checks, past work experience of each bidder, and the time of completion bid on the project it is recommended to award the contract to Ed Bell Construction Company. Time savings were considered due to an expected increase in demand for developments nearing completion in McKinney and the future developments in Allen. This allows for less construction related delays for the traveling public. Time savings for each bidder was calculated by adding the value of a calendar day to the proposed bid. Bids were normalized in the attached Normalized Bid Evaluation Chart to show the lowest bidder, when considering time for completion as well as absolute price. **The value of each day saved was estimated to be \$1,500 in value added to any bid with greater time proposed for completion.** After evaluating the complete bid packages in this manner, Ed Bell Construction Company represents the best value.

BUDGETARY IMPACT

The total budget and proposed funding sources are as follows, below.

ST2004 - Ridgeview and Alma Drive Roadway Improvement Project Award Itemization	

Bid Amount	\$ 3,387,686.69
Bid Contingency (10%)	\$ 338,768.31
TOTAL AWARD AMOUNT	\$ 3,726,455.00

ST2004 - Ridgeview and Alma Drive Roadway Improvement Project	
Funding Source	
Funding Source	Proposed
GO BOND	\$ 1,649,360.23
ROADWAY IMPACT FEE ZONE 2	\$ 960,815.24
MEDIAN IMPROVEMENTS	\$ 143,894.00
OTHER (COLLIN COUNTY CONTRIBUTION)	\$ 777,903.56
OTHER (DEVELOPER CONTRIBUTION)	\$ 194,481.97
TOTAL	\$ 3,726,455.00

STAFF RECOMMENDATION

Staff recommends that the Council Award Bid and Authorize the City Manager to Execute a Contract with Ed Bell Construction Company for Construction of Arterial Roadway Improvements Associated with The Farm Development in the Amount of \$3,726,455.

MOTION

I make a motion to award bid and authorize the City Manager to execute a contract with Ed Bell Construction Company for construction of arterial roadway improvements associated with The Farm Development in the amount of \$3,726,455.

ATTACHMENTS:

Standard Form of Agreement
Location Map
Normalized Bid Evaluation Chart
Bid Proposal

**EXHIBIT 9
STANDARD FORM OF AGREEMENT**

STATE OF TEXAS }
COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this _____ day of _____, of 2021, by and between The City of Allen, Texas, a municipal corporation, of the County of Collin and State of Texas, acting through its City Manager _____ thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Ed Bell Construction Company of the City of Dallas, County of Dallas and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

Alma Drive and Ridgeview Drive Roadway Improvements Bid No. 2021-2-65

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within ONE HUNDRED EIGHTY (180) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF ALLEN, TEXAS
Party of the First Part (OWNER)

By _____
Eric Ellwanger, City Manager

Attest _____
Shelley B. George, City Secretary

Ed Bell Construction Company
Party of the Second Part (CONTRACTOR)

By _____
Steven Priddy - President

Attest _____

Alma Drive and Ridgeview Drive Roadway Improvements CIP # ST2004



ALMA DRIVE AND RIDGEVIEW DRIVE ROADWAY IMPROVEMENTS COST EVALUATION

Value of a Calendar Day \$ 1,500.00
 Lowest Day 180

Contractor	Bid Price	Calendar Day	Day Diff	Value of Time	Adjusted Bid Value
ED BELL CONSTRUCTION COMPANY	\$ 3,387,686.69	180	0	\$ -	\$ 3,387,686.69
MCMAHON CONTRACTING LP	\$ 3,262,149.47	325	145	\$ 217,500	\$ 3,479,649.47
DDM CONSTRUCTION CORPORATION	\$ 3,414,524.92	340	160	\$ 240,000	\$ 3,654,524.92
XIT PAVING AND CONSTRUCTION INC	\$ 3,732,281.69	360	180	\$ 270,000	\$ 4,002,281.69
AXIS CONTRACTING INC	\$ 3,809,813.02	390	210	\$ 315,000	\$ 4,124,813.02
QUALITY EXCAVATION LTD	\$ 3,887,086.75	390	210	\$ 315,000	\$ 4,202,086.75
TISEO PAVING CO	\$ 3,990,740.63	330	150	\$ 225,000	\$ 4,215,740.63
PAVECON PUBLIC WORKS	\$ 3,966,158.37	420	240	\$ 360,000	\$ 4,326,158.37
REBCON	\$ 4,040,838.04	510	330	\$ 495,000	\$ 4,535,838.04
RELIABLE PAVING INC	\$ 3,928,069.86	905	725	\$ 1,087,500	\$ 5,015,569.86

ALMA DRIVE AND RIDGEVIEW DRIVE ROADWAY IMPROVEMENTS
BID# 2021-02-65 CIP# ST2004

PAVING AND DRAINAGE

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
1	1	LS	For mobilization and move-in complete and in place including ROW preparations, bonds, insurance, and permitting for the Lump Sum of EIGHTY THOUSAND Dollars & NO Cents	\$80,000.00	\$80,000.00
2	2	EA	Implement project signs along with all other incidentals necessary FOUR HUNDRED FIFTY Dollars & NO Cents per Each	\$450.00	\$900.00
3	1	LS	SWPP and all incidentals for the Lump Sum of FIFTEEN THOUSAND Dollars & NO Cents	\$15,000.00	\$15,000.00
4	1	LS	Erosion Control for all disturbed areas, including inlet sediment barriers, maintenance, and all incidentals for the Lump Sum of FIFTY THOUSAND Dollars & NO Cents	\$55,000.00	\$55,000.00
5	1	LS	Implement traffic control, signing, barricading, arrow boards, and message boards along with all other incidentals necessary for the Lump Sum of NINETY THOUSAND Dollars & NO Cents	\$90,000.00	\$90,000.00
6	8,000	CY	Unclassified roadway excavation including all clearing and hauling surplus material to nearby site for the sum of EIGHT Dollars & NO Cents per Cubic Yard	\$8.00	\$64,000.00
7	18,082	SY	Pulverizing, mixing and compacting 6 inch thick lime subgrade compacted to 95% proctor density 1 foot past curb for the sum of THREE Dollars & NO Cents per Square Yard	\$3.00	\$54,246.00
8	362	TONS	Hydrated Lime for subgrade treatment all according to the plans and specifications, complete and in place for the sum of ONE HUNDRED EIGHTY Dollars & NO Cents per Ton	\$180.00	\$65,160.00
9	17,065	SY	Construct 9 inch Class C, 3600 psi, reinforced concrete street paving including curb and gutter, longitudinal joint cuts, and all incidentals for the sum of SEVENTY FIVE Dollars & NO Cents per Square Yard	\$75.00	\$1,279,875.00
10	1,112	SY	Sawcut, remove, and dispose of reinforced concrete flatwork including concrete street pavement, concrete sidewalk, ramps and all incidentals for the sum of TEN Dollars & NO Cents per Square Yard	\$10.00	\$11,120.00

ALMA DRIVE AND RIDGEVIEW DRIVE ROADWAY IMPROVEMENTS
BID# 2021-02-65 CIP# ST2004

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
11	141	SY	Construct 4 inch Class C, 3600 psi, reinforced concrete sidewalk paving, including all incidentals for the sum of FIFTY FIVE Dollars & NO Cents per Square Yard	\$55.00	\$7,736.69
12	5	EA	Construct 4 inch Class C, 3600 psi, reinforced concrete type G barrier free ramp, including truncated domed pavers and all incidentals for the sum of FIFTEEN HUNDRED Dollars & NO Cents per Each	\$1,500.00	\$7,500.00
13	4	EA	Construct 6 inch Class C, 3600 psi, reinforced concrete wide trail barrier free ramp, including truncated domed pavers and all incidentals for the sum of TWENTY FIVE HUNDRED Dollars & NO Cents per Each	\$2,500.00	\$10,000.00
14	732	LF	Sawcut, remove, and dispose of existing reinforced concrete curb and gutter including all incidentals for the sum of EIGHT Dollars & NO Cents per Linear Foot	\$8.00	\$5,856.00
15	1	EA	Relocate existing fire hydrants including all incidentals for the sum of TWENTY FIVE HUNDRED Dollars & NO Cents per Each	\$2,500.00	\$2,500.00
16	1,872	LF	Furnish and install 18 inch Class III RCP storm sewer pipe in variable depth trench, including all Wye Connections & fittings and all incidentals for the sum of SEVENTY FIVE Dollars & NO Cents per Linear Foot	\$75.00	\$140,400.00
17	1,091	LF	Furnish and install 21 inch Class III RCP storm sewer pipe in variable depth trench, including all Wye Connections & fittings and all incidentals for the sum of EIGHTY Dollars & NO Cents per Linear Foot	\$80.00	\$87,280.00
18	107	LF	Furnish and install 21 inch Class IV RCP storm sewer pipe in variable depth trench, including all Wye Connections & fittings and all incidentals for the sum of ONE HUNDRED Dollars & NO Cents per Linear Foot	\$100.00	\$10,700.00
19	530	LF	Furnish and install 24 inch Class III RCP storm sewer pipe in variable depth trench, including all Wye Connections & fittings and all incidentals for the sum of ONE HUNDRED Dollars & NO Cents per Linear Foot	\$100.00	\$53,000.00
20	326	LF	Furnish and install 27 inch Class III RCP storm sewer pipe in variable depth trench, including all Wye Connections & fittings and all incidentals for the sum of ONE HUNDRED TWENTY Dollars & NO Cents per Linear Foot	\$120.00	\$39,120.00

ALMA DRIVE AND RIDGEVIEW DRIVE ROADWAY IMPROVEMENTS
BID# 2021-02-65 CIP# ST2004

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
21	441	LF	Furnish and install 30 inch Class III RCP storm sewer pipe in variable depth trench, including all Wye Connections & fittings and all incidentals for the sum of ONE HUNDRED TWENTY FIVE _____ Dollars & NO _____ Cents per Linear Foot	\$125.00	\$55,125.00
22	3	EA	Furnish and install concrete collar including all incidentals for the sum of EIGHT HUNDRED _____ Dollars & NO _____ Cents per Each	\$800.00	\$2,400.00
23	1	EA	Furnish and install 3x3 foot Storm sewer manhole, including all incidentals for the sum of FOUR THOUSAND _____ Dollars & NO _____ Cents per Each	\$4,000.00	\$4,000.00
24	1	EA	Furnish and install 4x4 foot Storm sewer manhole, including all incidentals for the sum of FIVE THOUSAND _____ Dollars & NO _____ Cents per Each	\$5,000.00	\$5,000.00
25	1	EA	Furnish and install 5x5 foot Storm sewer manhole, including all incidentals for the sum of SIX THOUSAND _____ Dollars & NO _____ Cents per Each	\$6,000.00	\$6,000.00
26	1	EA	Furnish and install connection to existing 18 inch RCP pipe including all incidentals for the sum of SEVEN HUNDRED _____ Dollars & NO _____ Cents per Each	\$700.00	\$700.00
27	2	EA	Furnish and install connection to existing 21 inch RCP pipe including all incidentals for the sum of SEVEN HUNDRED _____ Dollars & NO _____ Cents per Each	\$700.00	\$1,400.00
28	4	EA	Furnish and install connection to existing 8'X5' foot RCB pipe including all incidentals for the sum of TWELVE HUNDRED _____ Dollars & NO _____ Cents per Each	\$1,200.00	\$4,800.00
29	15	EA	Construct 20 foot, concrete recessed curb inlet including all excavation, reinforcement, backfilling and all other incidentals for the sum of EIGHTY FIVE HUNDRED _____ Dollars & NO _____ Cents per Each	\$8,500.00	\$127,500.00
30	3	EA	Construct TXDOT Type 1 curb and grate inlet for the sum of FIFTY TWO HUNDRED _____ Dollars & NO _____ Cents per Each	\$5,200.00	\$15,600.00

ALMA DRIVE AND RIDGEVIEW DRIVE ROADWAY IMPROVEMENTS
BID# 2021-02-65 CIP# ST2004

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
31	1	EA	Lower 8" water main to maintain 2' separation including all incidentals for the sum of <u> EIGHT THOUSAND </u> Dollars & <u> NO </u> Cents per Each	\$8,000.00	\$8,000.00
32	4,367	LF	Furnish and install complete trench safety for storm sewer installations including all incidentals for the sum of <u> ONE </u> Dollars & <u> NO </u> Cents per Linear Foot	\$1.00	\$4,367.00
33	4,367	LF	Post Construction TV inspection for storm Sewer Installation including all incidentals for the sum of <u> THREE </u> Dollars & <u> NO </u> Cents per Linear Foot	\$3.00	\$13,101.00
34	3,215	SF	Furnish and install brick pavers including all incidentals for the sum of <u> THIRTEEN </u> Dollars & <u> NO </u> Cents per Square Foot	\$13.00	\$41,795.00
35	16,500	SY	Furnish and install block sodding, including 4 inches of top soil and watering until established, including all incidentals for the sum of <u> SIX </u> Dollars & <u> NO </u> Cents per Square Yard	\$6.00	\$99,000.00
36	14,604	LF	Furnish and install 4" thermoplastic white skip lane striping including refresh and any prep. work, complete and in place, for the sum of <u> ONE </u> Dollars & <u> NO </u> Cents per Linear Foot	\$1.00	\$14,604.00
37	5,165	LF	Furnish and install 8" thermoplastic white solid lane striping including refresh and any prep. work, complete and in place, for the sum of <u> TWO </u> Dollars & <u> NO </u> Cents per Linear Foot	\$2.00	\$10,330.00
38	632	LF	Furnish and install 8" thermoplastic white dotted (right only lanes) striping including refresh and any prep for the sum of <u> TWO </u> Dollars & <u> NO </u> Cents per Linear Foot	\$2.00	\$1,264.00
39	1,192	LF	Furnish and install pre-formed pavement white 4" edge striping including refresh and any prep. work, complete and in place, for the sum of <u> THREE </u> Dollars & <u> NO </u> Cents per Linear Foot	\$3.00	\$3,576.00
40	100	LF	Furnish and install 4" thermoplastic yellow edge striping including refresh and any prep. work, complete and in place, for the sum of <u> ONE </u> Dollars & <u> NO </u> Cents per Linear Foot	\$1.00	\$100.00
41	422	LF	Furnish and install 12" thermoplastic white crosswalk traverse striping including refresh and any prep. work, complete and in place, for the sum of <u> FIVE </u> Dollars & <u> NO </u> Cents per Linear Foot	\$5.50	\$2,321.00

ALMA DRIVE AND RIDGEVIEW DRIVE ROADWAY IMPROVEMENTS
BID# 2021-02-65 CIP# ST2004

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
42	908	LF	Furnish and install 12" thermoplastic white crosswalk longitudinal striping including refresh and any prep. work, complete and in place, for the sum of _FIVE_____Dollars & ____NO_____Cents per Linear Foot	\$5.50	\$4,994.00
43	2,208	LF	Furnish and install 12" thermoplastic white chevron striping including refresh and any prep. work, complete and in place, for the sum of _FIVE_____Dollars & ____NO_____Cents per Linear Foot	\$5.50	\$12,144.00
44	516	LF	Furnish and install 2' thermoplastic white stop bar striping including refresh and any prep. work, complete and in place, for the sum of ____ELEVEN_____Dollars & ____NO_____Cents per Linear Foot	\$11.00	\$5,676.00
45	22	EA	Furnish and install thermoplastic white directional arrows striping including refresh and any prep. work, complete and in place, for the sum of _ONE HUNDRED EIGHTY FIVE_____Dollars & ____NO_____Cents per Each	\$185.00	\$4,070.00
46	2	EA	Furnish and install thermoplastic white yield markings 3' wide (6 triangles) including any prep. work, complete and in place, for the sum of _TWO HUNDRED EIGHTY FIVE_____Dollars & ____NO_____Cents per Each	\$285.00	\$570.00
47	7	EA	Relocate signage called out per plans including all incidentals for the sum of ____FIVE HUNDRED FIFTY_____Dollars & ____NO_____Cents	\$550.00	\$3,850.00
48	1	EA	Remove and dispose of existing drop inlet for the sum of _ONE THOUSAND_____Dollars & ____NO_____Cents per Each	\$1,000.00	\$1,000.00

TOTAL BASE BID: \$2,532,680.69

Calendar Days 176

ALMA DRIVE AND RIDGEVIEW DRIVE ROADWAY IMPROVEMENTS
BID# 2021-02-65 CIP# ST2004

PAVING AND DRAINAGE

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A1-1	1	LS	Erosion Control for all disturbed areas, including inlet sediment barriers, maintenance and all incidentals for the Lump Sum of ONE THOUSAND _____ Dollars & NO _____ Cents	\$1,000.00	\$1,000.00
A1-2	3,000	CY	Unclassified roadway excavation including all clearing, hauling and disposal of surplus for the sum of EIGHT _____ Dollars & NO _____ Cents per Cubic Yard	\$8.00	\$24,000.00
A1-3	5,321	SY	Pulverizing, mixing and compacting 6 inch thick lime subgrade compacted to 95% proctor density for the sum of THREE _____ Dollars & NO _____ Cents per Square Yard	\$3.00	\$15,963.00
A1-4	106	TONS	Hydrated Lime for subgrade treatment all according to the plans and specifications, complete and in place for the sum of OEN HUDNRED EIGHTY _____ Dollars & NO _____ Cents per Ton	\$180.00	\$19,080.00
A1-5	4,985	SY	Construct 9 inch Class C, 3600 psi, reinforced concrete street paving with reinforced curb and gutter, including all incidentals for the sum of SEVENTY FIVE _____ Dollars & NO _____ Cents per Square Yard	\$75.00	\$373,875.00
A1-6	1,953	LF	Sawcut, remove, and dispose of existing reinforced concrete curb and gutter including all incidentals for the sum of EIGHT _____ Dollars & NO _____ Cents per Linear Foot	\$8.00	\$15,624.00
A1-7	997	LF	Furnish and install pre-formed pavement white 8" dotted (right only lanes) striping including all incidentals for the lump sum of SIX _____ Dollars & NO _____ Cents per Linear Foot	\$6.00	\$5,982.00
A1-8	2,357	LF	Furnish and install pre-formed pavement solid white 8" lane striping including all incidentals for the lump sum of SIX _____ Dollars & _____ Cents per Linear Foot	\$6.00	\$14,142.00
A1-9	187	LF	Furnish and install pre-formed pavement white 12" chevron striping including all incidentals for the lump sum of EIGHT _____ Dollars & NO _____ Cents per Linear Foot	\$8.00	\$1,496.00
A1-10	16	EA	Furnish and install pre-formed pavement white directional arrows striping including all incidentals for the sum of TWO HUNDRED TWENTY FIVE _____ Dollars & NO _____ Cents per Each	\$225.00	\$3,600.00

TOTAL ALTERNATE 1:

\$474,762.00

Calendar Days

1

ALMA DRIVE AND RIDGEVIEW DRIVE ROADWAY IMPROVEMENTS

BID# 2021-02-65 CIP# ST2004

ILLUMINATION

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A2-1	2,115	LF	CONDUIT (PVC) (SCHD 40) (2") TRENCH, furnish and install complete in place for the sum of _____TWELVE_____Dollars & _____NO_____Cents per Linear Foot	\$12.00	\$25,380.00
A2-2	134	LF	CONDUIT (PVC) (SCHD 40) (2") BORE, furnish and install complete in place for the sum of _____THIRTY ONE_____Dollars & _____NO_____Cents per Linear Foot	\$31.00	\$4,154.00
A2-3	2,370	LF	ELEC CONDUCTOR (NO 8) BARE, furnish and install complete in place for the sum of _____TWO_____Dollars & _____NO_____Cents per Linear Foot	\$2.00	\$4,740.00
A2-4	4,740	LF	ELEC CONDUCTOR (NO 8) INSULATED, furnish and install complete in place for the sum of _____TWO_____Dollars & _____NO_____Cents per Linear Foot	\$2.00	\$9,480.00
A2-5	12	EA	ILLUMINATION POLE - TWIN (City Standard), furnish and install complete in place for the sum of _____FIFTY TWO HUNDRED_____Dollars & _____NO_____Cents Each	\$5,200.00	\$62,400.00
A2-6	24	EA	LUMINARIE FIXTURE - 135W LED, furnish and install complete in place for the sum of _____NINE HUNDRED FIFTEEN_____Dollars & _____NO_____Cents Each	\$915.00	\$21,960.00
A2-7	60	LF	DRILL SHAFT (RDWY ILL POLE) (24 IN) (City Standard), complete in place for the sum of _____TWO HUNDRED SIXTY THREE_____Dollars & _____NO_____Cents per Linear Foot	\$263.00	\$15,780.00

TOTAL ALTERNATE 2: \$143,894.00

Calendar Days

1

**EAST BETHANY DR HERITAGE PARKWAY
TRAFFIC SIGNAL CONSTRUCTION
BID# 2019-7-71 CIP# ST 1907**

ALMA DR. AT RIDGEVIEW DR. TRAFFIC SIGNAL - SIGNAL ITEMS

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A3-1	2	EA	Remove existing ground box, including all incidentals for the sum of ____TWO HUNDRED EIGHTY FIVE____Dollars & ____NO____Cents per Each	\$285.00	\$570.00
A3-2	1	EA	Remove, salvage, and return to City, existing traffic signal heads, cameras ,traffic signal cables, traffic signal cabinet including all incidentals for the sum of ____EIGHT THOUSAND____Dollars & ____NO____Cents per Each	\$8,000.00	\$8,000.00
A3-3	1	EA	Install highway traffic system, including cabinets & base, cameras, radio, opticom, cables, conductors, conduit, push buttons, poles, signs and all additional incidentals for the sum of ____TWENTY TWO THOUSAND____Dollars & ____NO____Cents per Each	\$22,000.00	\$22,000.00
A3-4	130	LF	Furnish and install 2 inch Schedule 40 PVC conduit, including all incidentals for the sum of ____TWELVE____Dollars & ____NO____Cents per Linear Foot	\$12.00	\$1,560.00
A3-5	60	LF	Furnish and install 3 inch Schedule 40 PVC conduit, including all incidentals for the sum of ____TWENTY EIGHT____Dollars & ____NO____Cents per Linear Foot	\$28.00	\$1,680.00
A3-6	550	LF	Furnish and install 4 inch Schedule 40 PVC conduit, by other than open cut, including all incidentals for the sum of ____FORTY ONE____Dollars & ____NO____Cents per Linear Foot	\$41.00	\$22,550.00
A3-7	1,125	LF	Furnish and install No. 6 (bare) electrical conductors, including all incidentals for the sum of ____TWO____Dollars & ____NO____Cents per Linear Foot	\$2.00	\$2,250.00
A3-8	2,290	LF	Furnish and install Type A, 14 AWG, 3 conductor traffic signal cable, including all incidentals for the sum of ____TWO____Dollars & ____NO____Cents per Linear Foot	\$2.00	\$4,580.00
A3-9	720	LF	Furnish and install Type A, 14 AWG, 5 conductor traffic signal cable, including all incidentals for the sum of ____TWO____Dollars & ____NO____Cents per Linear Foot	\$2.00	\$1,440.00
A3-10	330	LF	Furnish and install Type A, 14 AWG, 7 conductor traffic signal cable, including all incidentals for the sum of ____TWO____Dollars & ____TWENTY FIVE____Cents per Linear Foot	\$2.25	\$742.50

**EAST BETHANY DR HERITAGE PARKWAY
TRAFFIC SIGNAL CONSTRUCTION
BID# 2019-7-71 CIP# ST 1907**

ALMA DR. AT RIDGEVIEW DR. TRAFFIC SIGNAL - SIGNAL ITEMS

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A3-11	1,155	LF	Furnish and install Type A, 14 AWG, 10 conductor traffic signal cable, including all incidentals for the sum of ____THREE____Dollars & ____FIFTY____Cents per Linear Foot	\$3.50	\$4,042.50
A3-12	1,100	LF	Furnish and install Type A, 14 AWG, 25 conductor traffic signal cable, including all incidentals for the sum of ____SEVEN____Dollars & ____NO____Cents per Linear Foot	\$7.00	\$7,700.00
A3-13	1,430	LF	Furnish and install Opticom cable, including all incidentals for the sum of ____TWENTY TWO____Dollars & ____NO____Cents per Each	\$22.00	\$31,460.00
A3-13	1	EA	Furnish and install Type C ground box with apron, including all incidentals for the sum of ____TWELVE HUNDRED____Dollars & ____NO____Cents per Each	\$1,200.00	\$1,200.00
A3-14	1	EA	Furnish and install Type B ground box with apron, including all incidentals for the sum of ____TWELVE HUNDRED____Dollars & ____NO____Cents per Each	\$1,200.00	\$1,200.00
A3-15	3	EA	Furnish and install 12 inch LED (Green) vehicle signal section, including all incidentals for the sum of ____THREE HUNDRED FIVE____Dollars & ____NO____Cents per Each	\$305.00	\$915.00
A3-16	4	EA	Furnish and install 12 inch LED (Green Arrow) vehicle signal section, including all incidentals for the sum of ____THREE HUNDRED FIVE____Dollars & ____NO____Cents per Each	\$305.00	\$1,220.00
A3-17	3	EA	Furnish and install 12 inch LED (Yellow) vehicle signal section, including all incidentals for the sum of ____THREE HUNDRED FIVE____Dollars & ____NO____Cents per Each	\$305.00	\$915.00
A3-18	8	EA	Furnish and install 12 inch LED (Yellow Arrow) vehicle signal section, including all incidentals for the sum of ____THREE HUNDRED FIVE____Dollars & ____NO____Cents per Each	\$305.00	\$2,440.00
A3-19	3	EA	Furnish and install 12 inch LED (Red) vehicle signal section, including all incidentals for the sum of ____THREE HUNDRED FIVE____Dollars & ____NO____Cents per Each	\$305.00	\$915.00

**EAST BETHANY DR HERITAGE PARKWAY
TRAFFIC SIGNAL CONSTRUCTION
BID# 2019-7-71 CIP# ST 1907**

ALMA DR. AT RIDGEVIEW DR. TRAFFIC SIGNAL - SIGNAL ITEMS

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A3-20	8	EA	Furnish and install 12 inch LED (Red Arrow) vehicle signal section, including all incidentals for the sum of _THREE HUNDRED FIVE_____Dollars & _____NO_____Cents per Each	\$305.00	\$2,440.00
A3-21	8	EA	Furnish and install LED (Countdown) pedestrian signal section, including all incidentals for the sum of _EIGHT HUNDRED FIFTEEN_____Dollars & _____NO_____Cents per Each	\$815.00	\$6,520.00
A3-22	3	EA	Furnish and install 12 inch - 3 Section Poly back plate, including all incidentals for the sum of _NINETY_____Dollars & _____NO_____Cents per Each	\$90.00	\$270.00
A3-23	4	EA	Furnish and install 12 inch - 5 Section Poly back plate, including all incidentals for the sum of _ONE HUNDRED FORTY_____Dollars & _____NO_____Cents per Each	\$140.00	\$560.00
A3-24	4	EA	Furnish and install push Button station, including all incidentals for the sum of _THREE HUNDRED SIXTY_____Dollars & _____NO_____Cents per Each	\$360.00	\$1,440.00
A3-25	2	EA	Furnish and install pedestal pole assembly including all incidentals for the sum of _TWENTY SEVEN HUNDRED_____Dollars & _____NO_____Cents per Each	\$2,700.00	\$5,400.00

TOTAL ALTERNATE 3

\$134,010.00

Calendar Days

1

**EAST BETHANY DR HERITAGE PARKWAY
TRAFFIC SIGNAL CONSTRUCTION
BID# 2019-7-71 CIP# ST 1907**

ALMA DR. AT EXCHANGE PKWY. RIGHT TURN LANE

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A4-1	1	LS	All Traffic Control Measures, including, but not limited to, construction sequencing, barricading, traffic control design, panels, signs, and temporary pavement markings, complete in place, including all incidentals for the Lump Sum of _TWENTY ONE THOUSAND_____Dollars & ____NO_____Cents	\$21,000.00	\$21,000.00
A4-2	1	LS	Erosion Control for all disturbed areas, including inlet sediment barriers, maintenance and all incidentals for the Lump Sum of ____ONE THOUSAND_____Dollars & ____NO_____Cents	\$1,000.00	\$1,000.00
A4-3	1	LS	Irrigation System Adjustments, complete in place and all additional incidentals for the Lump Sum of ____TWO THOUSAND_____Dollars & ____NO_____Cents	\$2,000.00	\$2,000.00
A4-4	240	SY	Sawcut, Remove and Dispose of Existing Concrete Flatwork (Sidewalk, BFR, Bricks, etc.), including all incidentals for the sum of ____FIFTEEN_____Dollars & ____NO_____Cents per Square Yard	\$15.00	\$3,600.00
A4-5	375	LF	Sawcut, Remove and Dispose of Existing Concrete Curb and Gutter, including all incidentals for the sum of ____EIGHT_____Dollars & ____NO_____Cents per Linear Foot	\$8.00	\$3,000.00
A4-6	1	EA	Relocate Existing Pedestrian Traffic Signal Pole, including all appurtenances, complete in place for the sum of ____TWENTY TWO HUNDRED_____Dollars & ____NO_____Cents per Each	\$2,200.00	\$2,200.00
A4-7	1	LS	Relocate Existing Fire Hydrant, including riser pipe, 6" C900 PVC pipe, thrust blocking, and all appurtenances, complete in place, including all incidentals for the Lump Sum of ____TWENTY FIVE HUNDRED_____Dollars & ____NO_____Cents	\$2,500.00	\$2,500.00
A4-8	1	EA	Remove Existing Road Signs, return sign to City of Allen Traffic Dept., including all incidentals for the sum of ____THREE HUNDRED_____Dollars & ____NO_____Cents per Each	\$300.00	\$300.00
A4-9	2	EA	Adjust Existing Water Valve Riser and Cover to Final Grade, including all incidentals for the sum of ____FIVE HUNDRED_____Dollars & ____NO_____Cents per Each	\$500.00	\$1,000.00
A4-10	1	EA	Remove Existing Traffic Control Box, including all incidentals for the sum of ____TWO HUNDRED EIGHTY FIVE _____Dollars & ____NO_____Cents per Each	\$285.00	\$285.00
A4-11	35	SF	Remove and Salvage Existing Paving Stones and Dispose of Concrete Base, including all incidentals for the sum of ____TWENTY FIVE _____Dollars & ____NO_____Cents per Square Foot	\$25.00	\$875.00

**EAST BETHANY DR HERITAGE PARKWAY
TRAFFIC SIGNAL CONSTRUCTION
BID# 2019-7-71 CIP# ST 1907**

ALMA DR. AT EXCHANGE PKWY. RIGHT TURN LANE

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A4-12	350	CY	Unclassified Street Excavation, including all incidentals for the sum of <div> <div>EIGHT</div> <div>NO</div> </div> Dollars & Cents per Cubic Yard	\$8.00	\$2,800.00
A4-13	415	SY	Construct 9 inch Class C, 3600 psi, reinforced concrete street paving including curb and gutter, including all incidentals for the sum of <div> <div>SEVENTY FIVE</div> <div>NO</div> </div> Dollars & Cents per Square Yard	\$75.00	\$31,125.00
A4-14	40	SY	Construct 6" 3600 PSI (Class 'C') Reinforced Concrete Trail Pavement, including all incidentals for the sum of <div> <div>ONE HUNDRED</div> <div>NO</div> </div> Dollars & Cents per Square Yard	\$100.00	\$4,000.00
A4-15	160	SY	Construct 4" 3600 PSI (Class 'C') Reinforced Concrete Sidewalk Pavement, including all incidentals for the sum of <div> <div>FIFTY FIVE</div> <div>NO</div> </div> Dollars & Cents per Square Yard	\$55.00	\$8,800.00
A4-16	390	LF	Longitudinal Butt Joint, complete in place, including all incidentals for the sum of <div> <div>EIGHT</div> <div>NO</div> </div> Dollars & Cents per Linear Foot	\$8.00	\$3,120.00
A4-17	455	SY	Construct 6" Thick Cement Stabilized Subgrade (6%), including placement, mixing, and compaction, complete in place, including all incidentals for the sum of <div> <div>FIVE</div> <div>NO</div> </div> Dollars & Cents per Square Yard	\$5.00	\$2,275.00
A4-18	8	TON	Furnish Cement, complete in place, including all incidentals for the sum of <div> <div>THREE HUNDRED</div> <div>NO</div> </div> Dollars & Cents per Ton	\$300.00	\$2,400.00
A4-19	1	EA	Construct TxDOT STD. Barrier Free Ramp Type 1 (10' wide), including all incidentals for the sum of <div> <div>TWENTY EIGHT HUNDRED</div> <div>NO</div> </div> Dollars & Cents per Each	\$2,800.00	\$2,800.00
A4-20	900	SY	Furnish and Place Block Sodding (Bermuda), including 4" topsoil, watering and fertilizer until established for the sum of <div> <div>SIX</div> <div>NO</div> </div> Dollars & Cents per Square Yard	\$6.00	\$5,400.00

**EAST BETHANY DR HERITAGE PARKWAY
TRAFFIC SIGNAL CONSTRUCTION
BID# 2019-7-71 CIP# ST 1907**

ALMA DR. AT EXCHANGE PKWY. RIGHT TURN LANE

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A4-21	200	LF	Furnish and Install 8" White Thermoplastic Solid Stripe, including any prep. work, complete and in place for the sum of ____TWO____Dollars & ____NO____Cents per Linear Foot	\$2.00	\$400.00
A4-22	40	LF	Furnish and Install 12" White Thermoplastic Solid Crosswalk Stripe including any prep. work, complete and in place for the sum of ____FIVE____Dollars & ____FIFTY____Cents per Linear Foot	\$5.50	\$220.00
A4-23	20	LF	Furnish and Install 24" White Thermoplastic Solid Stop Bar, including any prep. work, complete and in place for the sum of ____ELEVEN____Dollars & ____NO____Cents per Linear Foot	\$11.00	\$220.00
A4-24	2	EA	Furnish and Install White Thermoplastic Pavement Markings (Arrows) (Words), including any prep. work, complete and in place for the sum of ____ONE HUNDRED EIGHTY FIVE____Dollars & ____NO____Cents per Each	\$185.00	\$370.00
A4-25	1	EA	Install traffic signs, including post and foundation, including all incidentals for the sum of ____SIX HUNDRED FIFTY____Dollars & ____NO____Cents per Each	\$650.00	\$650.00

TOTAL ALTERNATE 4

\$102,340.00

Calendar Days

1

PROPOSAL SUMMARY

TOTAL BASE BID	<u>\$2,532,680.69</u>	0
TOTAL ALTERNATE #1	<u>\$474,762.00</u>	0
TOTAL ALTERNATE #2	<u>\$143,894.00</u>	0
TOTAL ALTERNATE #3	<u>\$134,010.00</u>	0
TOTAL ALTERNATE #4	<u>\$102,340.00</u>	0

CALENDAR DAYS BASE BID:	<u>176</u>	0
CALENDAR DAYS ALTERNATE BID #1:	<u>1</u>	0
CALENDAR DAYS ALTERNATE BID #2:	<u>1</u>	0
CALENDAR DAYS ALTERNATE BID #3:	<u>1</u>	0
CALENDAR DAYS ALTERNATE BID #4:	<u>1</u>	0

<u>TOTAL BID</u>	<u>\$2,532,680.69</u>
<u>TOTAL BID + ALTERNATE #1</u>	<u>\$3,007,442.69</u>
<u>TOTAL BID + ALTERNATE #2</u>	<u>\$2,676,574.69</u>
<u>TOTAL BID + ALTERNATE #3</u>	<u>\$2,666,690.69</u>
<u>TOTAL BID + ALTERNATE #4</u>	<u>\$2,635,020.69</u>
<u>TOTAL BID + ALTERNATE #1-4</u>	<u>\$3,387,686.69</u>

The City of Allen reserves the right to award the base bid and any combination of alternates by signing the Bid Endorsement and Standard Form of Agreement.

CITY COUNCIL AGENDA COMMUNICATION
--

AGENDA DATE:

June 8, 2021

SUBJECT:

Authorize the City Manager to Execute a Contract With AP Gulf States, Inc., dba Adolfson & Peterson Construction for the Construction of the Stephen G. Terrell Recreation Center in the Amount of \$40,406,500.

STAFF RESOURCE:

Kate Meacham, Director of Parks and Recreation
Brian Bristow, Assistant Director of Parks and Recreation
Debra Morris, Purchasing Manager

PREVIOUS COUNCIL ACTION:

November 27, 2018, City Council Authorized the City Manager to Execute a Professional Services Agreement with Barker Rinker Seacat Architecture for the Preparation of a Feasibility Study for the Exchange Parkway Recreation Center in the Amount of \$154,873.

November 12, 2019, City Council Approved the Exchange Parkway Recreation Center Feasibility Study prepared by Barker Rink Seacat Architecture.

January 14, 2020, City Council Authorized the City Manager to Execute a Professional Services Agreement with Barker Rinker Seacat Architecture, for the Design of the Stephen G. Terrell Recreation Center in the Amount of \$3,921,490.

April 27, 2021, City Council Adopted Ordinance No. 3818-4-21 Authorizing the Issuance of City of Allen General Improvement and Refunding Bonds and Establishing Parameters Related to the Sale and Issuance of the Bonds.

BOARD / COMMISSION ACTION:

April 20, 2021, Planning and Zoning Approved the Final Plat for the Stephen G. Terrell Community Park.

October 19, 2020, Allen Community Development Corporation Conducted a Public Hearing to Authorize up to \$35,000,000 of Sales Tax Revenue Proceeds for the Stephen G. Terrell Recreation Center Project for FY2020-21.

ACTION PROPOSED:

Authorize the City Manager to Execute a Contract With AP Gulf States, Inc., dba Adolfson & Peterson Construction for the Construction of the Stephen G. Terrell Recreation Center in the Amount of

\$40,406,500.

BACKGROUND

The catalyst for the development of a new recreation center began in 2000, when the property was purchased along West Exchange Parkway, the future site for the Stephen G. Terrell Recreation Center, known at the time as Rowlett Creek Community Park. In 2015, the citizens of Allen provided input via survey, identifying a recreation center as the #2 priority in the Parks, Recreation and Open Space Master Plan update. This set the stage for discussions at the upcoming Capital Improvement Program community meetings established to discuss the potential for a General Obligation Bond Election in May of 2016. The recreation center project (\$16 million) was one of four projects included in the \$27 million for Parks and Recreation improvements. This funding was intended to provide the seed money for a recreation center to include athletic courts and traditional recreational amenities. The proposition was approved by 79.7% of Allen voters.

In November 2018, the City Council authorized a Professional Services Contract with Barker Rinker Seacat for the preparation of a Feasibility Study. This study was lead by Steering Committee, composed of nine (9) community members, which were charged with developing a plan, program and budget for the future center. Over the next 15 months the final design was completed, funding was identified and bids were received.

On March 25, 2021, a Request for Proposals (RFP) was sent to 1,030 vendors/contractors for the Stephen G. Terrell Recreation Center. Fifty-six interested vendors/contractors attended a Pre-Proposal Teleconference on April 12, 2021. In total, eight (8) responses to the RFP were received.

The range of pricing came in between \$38,528,841, and \$45,346,775 (without alternates) and the number of construction days ranged from 502 to 660. An evaluation team independently scored the proposals based on our qualification criteria (i.e. experience of team, demonstration of ability to schedule and manage the work, location of business, ability and availability of key personnel, and ability to accommodate current workload). Following the scoring of contractor qualifications, the team met for the opening of the cost proposals. Through a thorough evaluation, interview and contract negotiation, the team has selected Adolfson & Peterson, Inc. Adolfson & Peterson, Inc.'s proposal was deemed to represent the most qualified and the best value to the City.

A detailed chronological timeline for the process identified above has been provided as an attachment for additional background information.

BUDGETARY IMPACT

The Stephen G Terrell Recreation Center Construction budget is currently funded as follows:

2007 General Obligation Bonds (Park development)	\$ 1,063,000
2016 General Obligation Bonds	\$ 16,000,000
CDC Certificates of Obligation	\$ 25,000,000
CDC Restricted Fund Balance	\$ 10,000,000
Allen Sports Association (Trail Funds)	\$ 3,000,000
Other 4(b) project revenues	\$ 66,000

Trail Design Grant (County)	\$ 31,177
TOTAL	\$ 55,160,177*

Project Budget as follows:

Architectural Design	\$ 3,960,177
Other Consulting	\$ 1,200,000
Construction	\$ 42,250,000
Contingency 5%	\$ 2,200,000
Testing/Misc.	\$ 350,000
Fitness Equipment	\$ 1,200,000
Indoor Playground	\$ 1,500,000
Furniture, Fixtures and Equip	\$ 2,000,000
Tech/AV	\$ 500,000
TOTAL	\$ 55,160,177

Best and Final Offer:

Base Proposal TOTAL	\$ 38,750,000
Alternates (Alt 1-10 + Trail)	\$ **1,856,500
Reduction in Price	\$ 2,000,000
TOTAL Contract	\$ 40,406,500*

*Does not include Collin County trail construction reimbursable grant (\$379,200; awarded but not yet budgeted). When added to the current project budget the revised budget will be \$55,539,377 (rounded to \$55,539,000 in Capital Improvements Program).

**Alt. 11 - Fire system pump not included

STAFF RECOMMENDATION

Staff recommends that City Council authorize the City Manager to Execute a Contract With AP Gulf States, Inc., dba Adolfson & Peterson Construction for the Construction of the Stephen G. Terrell Recreation Center in the Amount of \$40,406,500.

MOTION

I make a motion to authorize the City Manager to execute a contract with AP Gulf States, Inc., dba Adolfson & Peterson Construction for the construction of the Stephen G. Terrell Recreation Center in the amount of \$40,406,500.

ATTACHMENTS:

Contract
Request for Proposal

Adolfson & Peterson - Proposal

Best and Final Offer

Bid Tab

Chronological Timeline



CITY OF ALLEN, TEXAS

**STANDARD FIXED PRICE
CONTRACT**

City of Allen
Purchasing Department
305 Century Parkway
Allen, Texas 75013

City of Allen, Texas

This Contract is made by and between the City of Allen, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and AP Gulf States, Inc. dba Adolfson & Peterson Construction, a Texas Corporation, (hereinafter referred to as the "Contractor") for construction of _____, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agreeing as follows:

ARTICLE I

THE CONTRACT AND THE CONTRACT DOCUMENTS

1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Contract is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Contract, the Requirements and Instructions to Bidders, the Request for Proposal and Contractor's Best and Final Offer, the Specifications, the Drawings, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Alternatives 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, plus Trail Construction as identified in Bid Form Construction Pricing Form B.

In the event of a conflict in terms among any of the Contract Documents, the provisions of this Contract will prevail. In order of priority in resolving conflicts outside of this Contract, the City's Request for Proposal, the Contractor's Best and Final Offer and the Specifications and Drawings shall, in that order, prevail. Irreconcilable conflicts that cannot be resolved by field order shall be resolved by written Change Orders. Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached

thereto, constitute the entire and exclusive agreement between the Owner and the Contractor regarding the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

1.4 NO PRIVITY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, per its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, per its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified

act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance, or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed, subject to the terms and conditions of Subparagraph 8.3.3.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the

organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all such Contract Documents on other projects without the Owner's prior written authorization.

ARTICLE II THE WORK

2.1 The Contractor shall perform all the Work required, implied or reasonably inferable from, this Contract.

2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as:

Furnish all labor and material for the construction of a new 149,500 square foot recreation center, including utilities, parking lots, lighting, site grading, site improvements, modifications to Exchange Parkway, signage, permitting (fees waived by City), coordination of trades, and other work as defined in the Contract Documents.

2.2.1.1 Detailed work to be Performed:

General Conditions as defined in the Standard Fixed Price Agreement (replaces AIA A201 referenced in Division 00 5000)

All Base Proposal Items by Division (Price Form A)

Alt. 1 6" trail concrete thickness

Alt 2 Seat walls, decomposed granite, planting

Alt 3 Seat walls, decomposed granite, planting, East Trail Connection

Alt 4 Seed & temporary irrigation

Alt 5 Planting @ parking islands/west side bldg.

Alt 6 Interior thin stone veneer walls

Alt 7 Modular turf in recreation gym

Alt 8 Environmental graphics per drawings

Alt 9 Custom metal mesh screens

Alt 10 Event lawn per drawings

Trail Construction (Price Form B)

Plans and Specifications

Bid/proposal documents including Addenda 1,2,3,4 and 5 and all related revisions to drawings and specifications

STRC Project Scope Area Delineation Mark-up dated 4/9/21, prepared by BRS

[Detailed Work to be Performed will be attached at Exhibit A. This will include the bid specification and scope of work and the vendors response.]

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

ARTICLE III

CONTRACT TIME

3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than 601 calendar days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be

delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this Contract.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of \$1,000.00 per day, not to exceed a total sum of \$250,000.00, for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract, and represent Owner's sole remedy for delay damages in the event of unexcused delay. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time and extended General Conditions shall be granted by the Owner by written authorization upon written application, which time extension and

extended General Conditions shall not be unreasonably denied, to compensate for the delay.

3.1.4 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

3.2 SUBSTANTIAL COMPLETION

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

3.3 TIME IS OF THE ESSENCE

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract. The time for performance is a material term of this Contract.

ARTICLE IV

CONTRACT PRICE

4.1 THE CONTRACT PRICE

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all the Work required herein, the fixed sum of Forty Million Four Hundred Six Thousand Five Hundred Fifty and no/100 Dollars (\$40,406,550.00). The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

ARTICLE V

PAYMENT OF THE CONTRACT PRICE

5.1 SCHEDULE OF VALUES

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

5.2 PAYMENT PROCEDURE

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 **PROGRESS PAYMENTS** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 25th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (95%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of

no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 hereinbelow.

5.2.4 Statement of Delay - Each Application for Payment shall include a Statement of Delay showing the number of days lost due to inclement weather, conflicts with other City contractors, utilities, or design specifications, or other proper reasons. The failure to submit the Statement of Delay shall be a waiver of any claim for additional days or extensions of the scheduled completion date.

5.2.5 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.6 Retainage - The City shall withhold retainage of five (5) percent from each progress payment to secure performance of the Contract and shall deposit retainages in an interest-bearing account. Upon final acceptance of the Work and final completion of the project, the City will remit to Contractor the retainage amount, less offsets or deductions, to Contractor together with the accrued interest.

5.2.7 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has

not paid a Subcontractor as herein provided, the Owner shall provide written notice to the Contractor. If the Contractor fails to cure such payment issues within ten (10) days of receipt of Owner's notice, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.8 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion, subject to Contractor's right to cure;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within thirty (30) days of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the

Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

ARTICLE VI

THE OWNER

6.1 INFORMATION, SERVICES AND THINGS

REQUIRED FROM OWNER

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, all written and tangible material in its possession concerning conditions below ground at the site of the Project.

Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use

or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

6.2 RIGHT TO STOP WORK

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

6.3 OWNER'S RIGHT TO PERFORM WORK

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

ARTICLE VII

THE CONTRACTOR

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

7.3.4 The City will not interfere with the Contractor's manner and means of performing the Work. However, the City's insistence on strict compliance with the Contract shall not be regarded as an interference with the Contractor's manner and means. In the event that any part of the Work is not in strict compliance with the Contract, the Contractor is and shall be estopped from claiming any interference by the City or Architect with the Contractor's manner and means of performing that part of the Work.

7.4 WARRANTY

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective. The Contractor warrants and guarantees that it shall complete the work and achieve substantial completion by the scheduled completion date, as may be extended by Contract, strictly in accordance with this contract. Defective work or materials shall be fixed, repaired or replaced free of charge or cost to the City.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

7.6 SUPERVISION

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
Stanley Morgan	Sr. Project Manager
Matt Humphries	Sr. Superintendent

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Section 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction.

Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

7.9 SHOP DRAWINGS, PRODUCT

DATA AND SAMPLES

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

7.10 CLEANING THE SITE AND THE PROJECT

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

7.11 ACCESS TO WORK AND INSPECTIONS

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

7.12 INDEMNITY AND DISCLAIMER

7.12.1 OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS CONTRACT, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS CONTRACT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Certificate of Insurance and copies of policy endorsements evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

7.13 NONDISCRIMINATION

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further ensure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

7.14 PREVAILING WAGE RATES

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The Owner has adopted a Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the Owner of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and

copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

7.15 JOB SITE SAFETY PRECAUTIONS

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walkways, ladders, bridges, and other safety devices as may be necessary or appropriate to ensure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

7.16 WARNING DEVICES AND BARRICADES

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by federal, state and/or local guidelines to protect persons or property in, near or adjacent to the jobsite. No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall ensure the placement, maintenance and operation of any and all such warning devices as may be required by the Owner and shall do so until no longer required by the Owner. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

7.17 PROTECTION OF UTILITIES

AND OTHER CONTRACTORS

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the City and the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

ARTICLE VIII

CONTRACT ADMINISTRATION

8.1 THE ARCHITECT

8.1.1 When used in this Contract the term "Architect" does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or redesignated by the Owner prior to or at any time during the Work hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All the Owner's instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

8.2 ARCHITECT'S ADMINISTRATION

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect

shall be the Owner's representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other directly through designated representatives and/or project managers, and shall, where appropriate, provide copies of communications to the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will review Change Orders that shall be prepared by the Contractor and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 ***CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS*** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and

claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 ***CLAIMS FOR ADDITIONAL COSTS*** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.5 ***CLAIMS FOR ADDITIONAL TIME*** - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, supply chain disruptions, unusually adverse weather conditions not reasonably anticipated, fire, pandemic or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time and extended General Conditions as the Architect may determine. Any notice and claim

for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived.

8.3.6 CLAIMS FOR EXTRA WORK - The Contractor shall not claim, request or demand any sum from the City for Extra Work or for additional costs, and hereby waives all such claims, requests and demands and any right to assert same, unless the conditions of this subparagraph are strictly complied with. "Extra Work" is defined herein to mean any labor, service, materials, equipment, supplies or charges that are directly or indirectly related to the Work, the Project or the Project site, that is not necessarily or fairly required or implied by the Contract Documents.

8.3.7 The parties acknowledge and agree that there shall be no payment made by the City to the Contractor without a written agreement (either a separate contract or a written Change Order) signed by the parties. Should the Contractor perform Extra Work or be requested to perform Extra Work by the Architect or City, it shall be the Contractor's obligation and duty to first apply for and obtain a written Change Order, approved by the Architect and executed by the City. The Contractor's failure to obtain a written, signed Change Order prior to commencement of Extra Work shall constitute a complete and final waiver of any right for compensation for the Extra Work. If the parties are unable to agree to the terms of a Change Order for any Extra Work, the Contractor may reserve its rights to additional time and compensation by filing a claim under section 8.3.

8.4 FIELD ORDERS

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

8.5 MEDIATION

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute. Mediation shall not be the exclusive remedy available to the Parties.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

ARTICLE IX

SUBCONTRACTORS

9.1 DEFINITION

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privacy with the Owner.

9.2 AWARD OF SUBCONTRACTS

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner

against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

ARTICLE X

CHANGES IN THE WORK

10.1 CHANGES PERMITTED

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

10.2 CHANGE ORDER DEFINED

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

10.3 CHANGES IN THE CONTRACT PRICE

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the

Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires, an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event, shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

10.4 MINOR CHANGES

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

10.5 EFFECT OF EXECUTED

CHANGE ORDER

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

10.6 NOTICE TO SURETY; CONSENT

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval are required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

ARTICLE XI

UNCOVERING AND CORRECTING WORK

11.1 UNCOVERING WORK

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

11.2 CORRECTING WORK

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract or any obligations pursuant to the maintenance bond. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

11.3 OWNER MAY ACCEPT DEFECTIVE

OR NONCONFORMING WORK

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

ARTICLE XII

CONTRACT TERMINATION

12.1 TERMINATION BY THE CONTRACTOR

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

12.2 TERMINATION BY THE OWNER

12.2.1 *FOR CONVENIENCE*

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work, other than job site clean-up and protection, and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's

right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4 (a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders

pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

12.2.2 FOR CAUSE

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

12.2.2.4 Should the City allow the Contractor to continue its performance of Work notwithstanding an

event of default, or should there be an imminent potential of default, the City, at its sole option and within its sole discretion, may retain a third-party construction manager to document the events of default and oversee further progress of the Work. The use of a third-party construction manager shall not prevent the City from declaring the Contractor to be in default and the City may, at its sole option and within its sole discretion, terminate this Contract at any time. Should the City retain a third-party construction manager, the costs thereof shall be withheld from any amounts due Contractor upon termination. The City's exercise of this option shall be without prejudice to any other right or remedy available to the City by law or under this Contract.

ARTICLE XIII INSURANCE

13.1 CONTRACTOR SHALL MAINTAIN INSURANCE

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the City, the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance carriers must be authorized to transact business in Texas, and have an A.M. Best rating of A+ or its equivalent. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner.

13.2 TYPES AND AMOUNTS OF CONTRACTOR'S INSURANCE

13.2.1. The Contractor shall furnish and maintain during the term of the Contract Worker's Compensation and Commercial General Liability (Public) Insurance in such amounts as follows:

Type of Insurance**Amount**

Worker's Compensation as set forth in the Worker's Compensation Act and shall include bodily injury, occupational illness or disease coverage with minimum Employer's Liability limits of not less than \$500,000/\$500,000/\$500,000.

Commercial General Liability Policy covering bodily injury, death and property damage including the property of the Owner, its officers, contractors agents and employees insuring against all claims, demands or actions relating to the work and services provided pursuant to this Agreement with minimum limits on a per project basis of not less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) aggregate including products and completed operations coverage and Personal and Advertising Injury with a minimum per occurrence limit of Two Million Dollars (\$2,000,000). This policy shall be primary to any policy or policies carried by or available to the Owner.

Automobile Liability Policy covering all operations of the Contractor pursuant to this Contract involving the use of motor vehicles, including all owned, non-owned and hired vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury, death and property damage liability.

Excess Liability Insurance Policy with a limit of not less than \$20,000,000. Such insurance shall be excess of the commercial general liability insurance, business auto liability insurance and employer's liability insurance. This insurance will apply as primary insurance with respect to any other insurance or self-insurance programs maintained by the Owner and shall be provided on a "following form basis". Contractor waives all rights against the Owner for recovery of damages pursuant to this Contract. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the Contractor's completed work, including its sub-contractors, consultants and employees.

Property/Builders Risk Insurance Policy with "all-risk" coverage on the entire Work with replacement cost basis to include the interest of the Owner, Contractor and sub-contractors in the Work and materials in transit and stored off the Project site destined for incorporation. Coverage will be maintained until Substantial Completion.

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, only to the extent those losses are covered by the Property/Builder's Risk insurance required by this Contract, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

Contractor Professional Liability Insurance (if applicable) with limit of not less than \$2,000,000 for all negligent acts, errors, and omissions by the Contractor, its sub-contractors, consultants and employees, that arise out of the performance of this Agreement.

13.3 ADDITIONAL INSURED

The Owner shall be an additional insured on all insurance policies required under this Contract except for Workers Compensation and Professional Liability Insurance furnished by the Contractor.

13.4 WRITTEN NOTIFICATION

Each insurance policy shall be endorsed to contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given by certified mail to the Division of Purchasing, City of Allen, 305 Century Parkway, Allen, Texas, 75013. In the event the insurance company providing insurance is unable to contain such endorsement Contractor shall provide written notice to Owner of any expiration, cancellation, non-renewal or any material change in coverage.

13.5 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the Owner for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

13.6 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City on City of Allen Standard Certificate of Insurance Forms. In the event, any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the Project by the Owner, the Contractor shall furnish the Owner proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

13.7 PRIMARY COVERAGE

The coverages provided herein shall be primary and noncontributory with any other insurance maintained by the Owner for its benefit, including self-insurance.

13.8 WORKER'S COMPENSATION INSURANCE COVERAGE

13.8.1 The Contractor shall:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) 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 seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

and

- (8) 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 for all its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (7) of this section;
 - (D) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (G) notify the City 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
- (H) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (G) of this subsection, with the certificate of coverage to be provided to the person for whom they are providing services.

ARTICLE XIV

MISCELLANEOUS

14.1 LAWS AND ORDINANCES

14.1.1 The Contractor shall always and in all respects, observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further ensure that all Subcontractors observe and comply with said laws, ordinances and regulations.

14.2 GOVERNING LAW

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the state courts of Collin County, Texas.

14.3 SUCCESSORS AND ASSIGNS

14.3.1 The Owner and Contractor bind themselves, their respective successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and

obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

14.4 SURETY BONDS

14.4.1 The Contractor shall furnish separate performance and payment bonds to the Owner, per the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 The Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

14.5 SEVERABILITY

14.5.1 The provisions of this Contract are herein declared to be severable; if any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

14.6 AMENDMENTS

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any

nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce estop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising because of such nonperformance or nonconforming work.

14.7 Force Majeure

14.7.1 As used herein, "force majeure" means an incident, situation, or act of a third party that is beyond a party's reasonable control such as an act of God, an act of the public enemy, strikes or other labor disturbances (other than strikes within such party's own labor force), hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots. The Contractor will not be liable or responsible for its failure to perform any obligation under this Contract because of an event of Force Majeure, provided, however, that the Contractor submits notice thereof to the City and Architect within seven (7) days of such an event, obtains a written Change Order, signed by all parties, that allows an extension of the scheduled completion date, and identifies the specific causes and number of days in the Statement of Delay submitted with the next ensuing Application for Payment. Notwithstanding, if the Contractor's failure to perform continues for more than ninety (90) calendar days, the City may at its option terminate for convenience this Agreement immediately and pursue such rights and remedies as may be allowed under this Contract.

14.7 NOTICES

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

14.8 Immunities; Defenses

14.8.1 Nothing in this Contract shall be deemed to waive any immunity, sovereign, governmental, official, qualified or otherwise, from liability or suit, which the City may have or assert, except as may be provided by law, all such immunities being hereby expressly retained.

14.9 No Rights in Third Parties

14.9.1 The indemnification provisions of this Contract and the rights and remedies afforded herein are solely for the benefit of the parties to this Contract. Nothing in this Contract is intended nor shall be construed to grant, create or confer any right, benefit, interest or cause of action in any person not a party to this Contract, or to the public in general.

14.10 Prohibition of Boycott Israel

14.10.1 PROHIBITION OF BOYCOTT ISRAEL. The Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

14.10.2 IRAN, SUDAN, AND FOREIGN TERRORIST ORGANIZATIONS. The Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes the Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Contractor and exists to make a profit.

[Signatures on following page]

EXECUTED in single or multiple originals, this 4th day of June, 2021.

CITY OF ALLEN

CONTRACTOR:

APPROVED:



Eric Ellwanger, City Manager

(Signature)

Jeffrey J. Hansen, CEO
(Type/Print Name and Title):

1600 North Collins Boulevard, Ste 2000
(Street Address)

Richardson, TX 75080
(City/State/Zip)

ATTEST:

Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney



GENERAL INFORMATION

CITY OF ALLEN, TEXAS
PROPOSALS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

REQUEST FOR PROPOSAL
2021-12-31
STEPHEN G. TERRELL RECREATION CENTER

PROPOSALS ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

APRIL 30, 2021 at 2:00 PM

ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED
<http://allentx.ionwave.net>

NO LATE BIDS WILL BE ACCEPTED
FACSIMILE OR E-MAILED BIDS WILL NOT BE ACCEPTED

PROPOSAL PACKAGES
MAY BE DELIVERED OR MAILED TO:

CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Debra Morris, Purchasing Manager, dmorris@cityofallen.org
Brian Bristow, Assistant Director of Parks and Recreation bbristow@cityofallen.org

INDEX

SECTION I	NOTICE TO OFFERORS
SECTION II	GENERAL TERMS & CONDITIONS
SECTION III	SPECIFICATIONS & REQUIREMENTS
SECTION IV	EVALUATION CRITERIA
SECTION V	PRICING
SECTION VI	EXHIBITS:
	1. INSURANCE REQUIREMENTS
	2. AFFIDAVIT NO PROHIBITED INTEREST
	3. CONFLICT OF INTEREST
	4. BIDDERS QUALIFICATION STATEMENT
	5. SUPPLEMENTAL INFORMATION
	6. BONDS
	a. BID BOND
	b. PERFORMANCE BOND
	c. PAYMENT BOND
	d. MAINTENANCE BOND

SECTION I NOTICE TO OFFERORS

1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 SUBMISSION OF PROPOSAL

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving responses for this solicitation. All proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

Proposals shall be submitted in two separate envelopes

- 1.2.1 Envelope 1 label shall read: Stephen Terrell Recreation Center Proposal Submission. All proposals shall provide one (1) original and (5) copies signed by Proposer's authorized representative(s).
- 1.2.2 Envelope 2 label shall read: Stephen Terrell Recreation Center Cost Proposal (original, additional copies not required)

1.3 PRE-PROPOSAL CONFERENCE

A Pre-Bid Conference will be held via teleconference at **10:00 A.M., Monday, April 12, 2021**. This number is also compatible with Microsoft TEAMS. Call information is:

Phone: 1 (830) 476-3317

Conference ID: 394 926 267#

1.4 NUMBER OF COPIES

Proposer shall submit one original set and five (5) copies of proposal documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen. The original copy shall be unbound and clearly marked **"Original"**.

1.5 PROPOSAL INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

Costs for developing/producing proposal response and possible subsequent interview or presentation are entirely the obligation of the proposer and shall not be chargeable in any manner to the City of Allen.

All proposals will be reviewed and evaluated by City staff. The City reserves the right to evaluate each proposal on a separate and individual basis, to invite selected firms to make personal presentations to staff. The City further reserves the right to reject proposals submitted, or accept a proposal deemed most advantageous to the City.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."

1.6 DISCLOSURE OF RESPONSE

All information submitted in an accepted response must be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

1.7 CERTIFICATE OF INTERESTED PARTIES

Government Code § 2252.908 Disclosure of Interested Parties (Form 1295)

The statute applies to all city contracts entered into after December 31, 2015 that have a value of \$50,000 or greater. The statute requires business entities entering into such contracts to disclose the interested parties to the contract. A "business entity" is any entity recognized by law through which business is conducted, including a partnership, corporation, or sole proprietorship. "Interested parties" include a person who has a controlling interest in the business entity or who actively participates in facilitating the contract or negotiating the terms of the contract (including a broker, intermediary, advisor, or attorney for the business entity). The business entity disclosure must be on a 1295 form prescribed by the Texas Ethics Commission (see Exhibits attached to this solicitation). The rules and form have been adopted by the Texas Ethics Commission and has been posted on its Internet web site Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The disclosure must be submitted to the city at the time the business entity submits the signed contract to the city (as opposed to some point prior to award and selection of the contractor/vendor). Not later than 30 days after the date the city receives the disclosure, the city shall submit a copy of the disclosure to the Texas Ethics Commission.

1.8 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department. Please review 1.14 Schedule of Events for the deadline for questions and posting of addendums.

The offeror is required to acknowledge receipt of any addendums by submitting a signed copy of each addendum issued. Signed copies must be submitted as part of the signed proposal submittal.

1.9 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

Responsive Bidder/Proposer

A bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB) or a Request for Proposals (RFP) and all its requirements, including all form and substance.

Responsible Bidder/Proposer

A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

1.10 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this solicitation.

1.11 LIQUIDATED DAMAGES

Bidders should be aware that the city of Allen expects timely completion of the contract within the timeframe indicated by the bidder in their bid. Consequently, bidders should be aware that the following schedule will be applied by the City as liquidated damages for each day the project is delayed in completion:

Amount of Contract (\$)	Value of a Calendar Day (\$)	
Less than 25,000	100	per day
25,000 to 99,999.99	160	per day
100,000 to 999,999.99	240	per day
1,000,000 to 1,999,999.99	500	per day
More than 2,000,000	1,000	per day

Note: The sum of money thus deducted for such delay, failure, or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per day that the contractor shall be in default after the time stipulated in the contract for completing the work.

1.12 CONTRACT ADMINISTRATION

The City of Allen Parks and Recreations Department together with the Purchasing Division shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.13 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Minimum standard for responsible prospective bidders is as follows:

- 1.12.1 Have adequate financial resources, or the ability to obtain such resources
- 1.12.2 Be able to comply with the required or proposed schedules and project requirements
- 1.12.3 Competitive pricing
- 1.12.4 Have a satisfactory record of performance for contracts of similar scope (complete attached reference sheet)
- 1.12.5 Have a satisfactory record of integrity and ethics
- 1.12.6 Completeness and thoroughness of bid submittal

DEFINITIONS

- Bidder refers to submitter.
- Vendor refers to Successful Bidder or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a bidder.

1.14 SCHEDULE OF EVENTS

PUBLIC ADVERTISEMENTS	Thursday – March 25, 2021 Thursday - April 1, 2021
PRE-BID CONFERENCE	Monday - April 12, 2021 10:00 AM
SUBMISSION OF WRITTEN QUESTIONS	Tuesday - April 13, 2021 5:00 PM
ISSUANCE OF ADDENDA I	Thursday – April 15, 2021 5:00 PM
DEADLINE FOR WRITTEN QUESTIONS	Tuesday - April 20, 2021 5:00 PM
ISSUANCE OF ADDENDA II	Thursday - April 22, 2021 5:00 PM
PROPOSAL DUE DATE	Friday - April 30, 2021 2:00 PM
EVALUATION	Week of May 3-7, 2021
PRESENTATIONS	Week of May 10-14, 2021
BEST AND FINAL OFFER	Week of May 17-21, 2021
CONTRACT PREPARED FOR COA FINAL SIGNATURE	Wednesday - May 26, 2021
COUNCIL AWARD RECOMMENDATION	Tuesday - June 8, 2021
NOTICE OF AWARD	Wednesday - June 9, 2021

INQUIRIES

Questions about this bid shall be in writing and directed to Debra Morris or Brian Bristow at the following addresses. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Debra Morris, Purchasing Manager, dmorris@cityofallen.org

Brian Bristow, Assistant Director of Parks and Recreation, bbristow@cityofallen.org

SECTION II GENERAL TERMS & CONDITIONS

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.

2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services, or equipment. If required by the City, the vendor shall promptly correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect, and consequential costs of such correction.

2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.

2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.

2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.

2.6 The vendor shall be held responsible for and shall make good, without expense to the City, all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.

2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.

2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.

2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract except for a change order processed through the Purchasing

Department.

2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.

2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."

2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances, and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.

2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.

2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.

2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).

2.20 Fiscal year 2021 funding for payment has been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.

2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax exemption certificates will be executed by the City and furnished to the awarded vendor or contractor.

2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 7:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.

2.23 When offering alternate products, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request and must pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.

2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made based on this statement.

2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.

2.26 When unit price differs from extended price, the unit price prevails.

2.27 In case of a discrepancy between the product number and description, the description takes precedence.

2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, quality industrial-grade products.

2.29 Response to specification is primary in determining the lowest responsible bid.

2.30 The City of Allen reserves the right to award a vendor bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.

2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

2.32.1 A price redetermination may be considered only for annual contracts for commodity purchases at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidders experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing must be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.

2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.

2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.

2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.

2.37 All work, materials, equipment, and supplies furnished under this contract shall comply with applicable laws, ordinances, and regulations.

2.38 Unless otherwise indicated, items will be new, unused, and in undamaged, first rate condition in containers suitable for damage-free shipment and storage.

2.39 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.

2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set- up and installation. Owner dumpsters cannot be used.

2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the site and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document, or site shall in no way relieve any bidder from any obligation in respect to this bid.

2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor and the City shall be decisive.

2.43 It is the policy of the City of Allen that whenever practical, products should be purchased which contain the highest percentage of post-consumer recovered material available in the marketplace and/or the highest percentage of pre-consumer recovered material available in the marketplace.

2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.

2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:

2.46 Workers' Compensation Coverage – Statutory See Insurance Requirements in Exhibit

2.47 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.

Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of

- (a) the number of hours worked per day, except for overtime hours, times
- (b) the respective Rate Per Hour.

2.47.1 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.

2.47.2 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.

2.47.3 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.

2.48 Provide the names and locations of at least three (3) references which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.

2.49 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.50 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- the purchase price;
- the reputation of the bidder and the bidder's services;
- the quality of the bidder's service;
- the extent to which the bidder's services meet the City's needs;
- the bidder's past business relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services;
- any relevant criteria specifically listed in the request for bids or proposals.

2.51 PROHIBITION OF BOYCOTT ISRAEL: Vendor verifies that it does not Boycott Israel and agrees that during the term of this Contract will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if the Vendor is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Vendor has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract.

2.52 STORM WATER MANAGEMENT

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>

2.53 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

 YES NO

SECTION III

PROJECT DESCRIPTION and SCOPE OF SERVICES

PROJECT DESCRIPTION

The project is located at 1680 West Exchange Parkway, Allen, Texas on City of Allen owned property. The project will generally consist of the following:

SCOPE OF SERVICES

The scope of the project is defined within the signed and sealed Barker Rinker Seacat Architecture, Inc. Drawings, Details, Specifications, and Project Manual; along with all information contained within this Request for Proposal, its Exhibits, and Addenda distributed as a result of these documents. This section provides a non-inclusive overview of anticipated and expected services, all of which are industry standard practices, materials, labor, safety precautions, required for the City of Allen Stephen G. Terrell Recreation Center Project. Fundamentally, the project is to be completed in one phase, generally described as follows:

All construction shall be so coordinated and scheduled so that the full project may conclude with a comprehensive and timely Substantial Completion date. Upon establishing Substantial Completion, all punch-list tasks resulting from a thorough building and site walk-through, must be fully completed in 30 calendar days or less from the issuance of the punch-list. (see Substantial Completion, defined, on next page)

The City intends to contract separately with an indoor play equipment/playground manufacturer, to construct the indoor play area. This area is located on the ground floor of the recreation center and in the vicinity of the main/front check-in desk for facility visitors. The general contractor and the play equipment contractor are expected to coordinate with each other over the last 3 months of the project, making mutually acceptable arrangements to keep the play area and its surrounds accessible as needed for the play equipment contractor to complete their work at or about the same time as the overall project.

PRE-CONSTRUCTION SERVICES:

Within 10-business days of Contract award:

1. Finalize and submit project schedule to Owner and Architect, including milestone dates;
2. Provide Owner and Architect with finalized list of subcontractors, (if different than list included with bid submission), including proof of insurance and emergency contact information;
3. Set up and maintain SWPPP, as regulated by all local, State, and Federal environmental codes
4. Attend meetings with Owner and Architect as requested, for value engineering;
5. Meet with Owner and Architect to spot location for temporary on-site construction office, fencing, dumpsters, traffic control and contractor parking, temporary toilet facilities; utilities, and overall project logistics;

CONSTRUCTION SERVICES (including, but not limited to):

1. Coordination with Owner's testing Contractor for site inspections, testing, and lab results;
2. Other Standard Construction and Construction Management Services:
 - All General Conditions that can reasonably be anticipated for this project, including but not limited to: full-time site supervision; lease, permits, and installation of field office and all required field office equipment and temporary business services and accounts; safety; equipment; construction vehicles; tools; telephone, computer, and fax service; dumpsters; sanitary facilities; waste containers; temporary utilities; project safety and trespass signage; barricades; lights; general clean-up; as-built drawings; and scheduling. (Note: building permits and tap fees shall be obtained by the General Contractor. Permit fees will be paid by the City);
 - Provide on-site Management for the duration of the project to: facilitate project meetings; author and distribute weekly written reports; supervise day-to-day activities; track, discuss and amend project schedules; coordinate all on-site activities; and the timely and effective communication of all project issues with Owner and consultant team;
 - Provide cost estimating, budgetary control/value engineering and management;
 - Assure quality and completeness of the Work with continued on-site and office support monitoring and inspections;
 - Maintain job safety measures, no less than what would be considered industry standard, meeting general OSHA guidelines;
 - All insurance and bonding including, but not limited to: Builder's risk Insurance for the cost of the work; General Liability and Umbrella Insurance for the cost of the work; Bond Premium for the cost of the work (100% performance and payment bonds.);
 - Achieve "Substantial Completion" within approved schedule. Substantial Completion being defined as follows: **Substantial Completion will be achieved only after Owner, Architect, and Contractor have received written confirmation from the Commissioning Agent, that Contractor has satisfied all building and building systems deficiencies as identified in writing by the Commissioning Agent, and at the stage in progress of the Project, where work is sufficiently complete in accordance with the contract documents, and ready for the City to occupy and use as intended.**

POST CONSTRUCTION PHASE SERVICES (including but not limited to):

1. Final resolution to all punch-list items and submission of all close-out documents within thirty (30) days. **Failure to do so, without written approval by Owner, may result in liquidated damage penalties;**
2. Implement warranty repair process, including distribution of a formal warranty repair request forms, and response plan for the duration of all Project warranties;
3. Provide Owner with two (2) year maintenance bond (commencing with substantial completion) updated and including all Project construction, for the actual price of the Project;
4. Provide all closeout documents within 30-days of substantial completion, including but not limited to, O&M manuals, items to remain for Owner stock, and keys;
5. Remove all furniture, fixtures, equipment, dumpsters, and all materials and equipment not belonging to Owner, including disconnection of all temporary utilities, removal of rock base, removal of all temporary fencing and gates, and restoration of grass and irrigation where impacted by removal of temporary items.

GENERAL INFORMATION/INSTRUCTIONS:

Pursuant to the provisions of the Texas Government Code Section 2267.251, it is the intention of the City of Allen to select, via Request for Proposals, a General Contractor for this project. Proposals are to include the information requested in the Response Format document listed and, in the sequence, and format prescribed. In addition to and separate from the requested information, supplementary materials may be provided to further delineate a proposal.

Prior to submittal and during the period between response submission date and the contract award, Respondents, including their agents and representatives, shall not directly discuss or promote their response with any member of the City of Allen City Council or staff except in the course of inquiries, briefings, interviews, or presentations, unless requested by the City of Allen. This provision is not meant to preclude Respondents from discussing other matters with Council members or staff. The policy is intended to create a level playing field for all potential Respondents, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violation of these provision may result in rejection of the Respondent's response.

Document/Site Familiarity: At the time of the receipt of responses, each respondent shall be presumed to have inspected the site and to have read and to be thoroughly familiar with the RFP, construction drawings, specifications, and details. No plea of ignorance of conditions that exist or may hereafter exist or of difficulties that may be encountered in the execution of the intent of this project, as a result of failure to make necessary investigations and examinations will be accepted as an excuse for any failure or omission on the part of the vendor to fulfill all the requirements of the contract.

End of Section

SECTION IV EVALUATION CRITERIA

EVALUATION PROCESS

The objective of this evaluation process is to select the proposer that meets and exceeds all requirements of this project for the City of Allen. All proposals received by the submission deadline will be evaluated by the City of Allen evaluation committee. The evaluation committee will review and score each proposal in accordance with the weighted criteria contained in this document.

PROPOSAL RESPONSE DOCUMENTS

In order to be considered responsive, the Bidder shall submit with their Bid Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent and expeditious manner.

Envelope 1 { Stephen G Terrell Recreation Center
Proposal Submission
2021-12-31
Vendor Name _____

Provide the following in the order as listed:

1. Qualification Statement Submittal Requirements

Each Contractor shall submit a Qualification Statement with the requested information to allow evaluation. Qualification Statement shall not exceed 15 pages and be bound separately from proposal form and other submittal requirements. Please note that the resumes of proposed project team members will **not** be counted against the page limitation.

2. Experience of the proposed team in similar size and type of project

Provide five (5) examples of projects on which the proposed team, or members of the proposed team, has completed that are similar in purpose and scope to the Project. In providing these examples, include the project name, address of the project, a general description of the project, the name, title, address, and phone number of a contact person for the owner of the project, and the role the contact person played with respect to oversight of the construction, inspection, and acceptance of the project. Four points to be awarded to each approved similar project type with a maximum of 20 points allowable.

3. Demonstrated ability to schedule and manage the Work.

Provide proposed Project Schedule showing duration of Project and key milestones. Points to be awarded based on the project schedule meeting allocated duration noted in specifications.

4. Location of business

Points to be allocated based on the proximity of the proposer's main offices to the City of Allen. For purposes of this criterion, if the proposer has multiple offices, the location of the office where those with corporate decision-making authority over the Project as part of the proposed project team shall be the basis for determining the award of points in this criterion.

Office located in Allen – 5pts

Office located in the counties located within the North Texas Council of Governments and the counties of Montague, Cooke, Grayson, and Fannin, but outside of the City of Allen – 4 pts

Office located in State of Texas, but outside the counties located within the North Texas Council of Governments and the counties of Montague, Cooke, Grayson, and Fannin – 3 pts

Office located in states contiguous to the State of Texas – 2pts
All others – 1 pt.

5. Ability and availability of key personnel.

Submit resumes and current workload (i.e. other projects on which the personnel are presently working or anticipate working during the period the Work is progressing) for the Project Manager, Project Engineer and Superintendent to be assigned to the Project. Points will be assigned based on a comparison of the demonstrated experience of the individual members of the project team in and the team members' respective availability to regularly communicate and/or meet with Owner's project representatives as the Project progresses and to otherwise oversee and supervise the Project as required by the Contract Documents.

6. Ability to accommodate current workload

Provide a list of projects completed in the past year by the company office that will be tasked with handling the construction of the Project. List to include project name, basic project type (i.e., new recreation center, renovated school, new church, etc....) and final construction price for each project. Provide sum of the total volume of work in construction dollars performed during the past year by the proposer. Also provide the total volume of work in construction dollars currently under contract for the company office that will be tasked with handling the construction of the Project. Proposers to submit an explanation of the relationship between current workload and past workload. Points to be awarded based on a demonstrated ability to accommodate current workload.

REQUIRED FORMS TO BE RETURNED WITH PROPOSAL SUBMITTAL

- Certificate of Insurance or Insurance Requirement Affidavit
- Affidavit of No Prohibited Interest
- Bidders Qualification Statement
- Supplemental Information
- Bid Endorsement Page
- Bid Bond for 5% of total project

PROPOSAL RESPONSE DOCUMENTS

Envelope 2 { Stephen G Terrell Recreation Center
Proposal Cost
2021-12-31
Vendor Name_____

Total bid amount

50 Points to be allocated to the qualified low proposal. The remaining bids to receive points based on proportional difference from low proposal. (i.e. if next proposal is 10% above the qualified low proposal, then that contractor receives 5 fewer points.)

1.	Total bid amount	50	
2.	Experience of the proposed team (see item 5) in similar size and type of project	20	
3.	Demonstrated ability to schedule and manage the Work.	5	
4.	Location of business.	5	
5.	Ability and availability of key personnel.	10	
6.	Ability to accommodate current workload	10	
Total Points		100	

SECTION V
CONSTRUCTION
PRICING
(REQUIRED PROPOSAL SUBMISSION FORM)
Request for Proposal – Solicitation # 2021-12-31

City of Allen
305 Century Parkway
Allen, Texas 75013

The undersigned, having examined and familiarized themselves with the Contract Documents, the site of the proposed work, local conditions affecting the cost of the work, and the construction contract drawings and project manual, hereby proposes to furnish all labor, materials, equipment and services required for the work, all in accordance therewith.

BASE PROPOSAL: Total cost of materials, labor, equipment, and time for the CITY OF ALLEN STEPHEN G. TERRELL RECREATION CENTER PROJECT as specified herein.

Base Proposal including labor, material, and equipment not identified as an “allowance” or “alternate”, in Section detail as follows:

Division 01 – General Requirements:

Bonds/Insurance \$ _____

General Conditions \$ _____

Division 02 – Existing Conditions:

Materials \$ _____

Labor \$ _____

Division 03 – Concrete:

Materials \$ _____

Labor \$ _____

Division 04 – Masonry:

Materials \$ _____

Labor \$ _____

Division 05 – Metals:

Materials \$ _____

Labor \$ _____

Division 06 – Wood, Plastics and Composites:

Materials \$ _____

Labor \$ _____

Division 07 – Thermal and Moisture Control:

Materials \$ _____

Labor \$ _____

Division 08 – Openings:

Materials \$ _____

Labor \$ _____

Division 09 – Finishes:

Materials \$ _____

Labor \$ _____

Division 10 – Specialties:

Materials \$ _____

Labor \$ _____

Division 11 – Equipment:

Materials \$ _____

Labor \$ _____

Division 12 – Furnishings:

Materials \$ _____

Labor \$ _____

Division 13 – Special Construction:

Not used

Division 14 – Conveying Equipment:

Materials \$ _____

Labor \$ _____

Division 21 – Fire Suppression:

Materials \$ _____

Labor \$ _____

Division 22 - Plumbing:

Materials \$ _____

Labor \$ _____

Division 23 – Heating, Ventilation, and Air Conditioning:

Materials \$ _____

Labor \$ _____

Division 26 - Electrical:

Materials \$ _____

Labor \$ _____

Division 27 - Communications:

Materials \$ _____

Labor \$ _____

Division 28 – Electronic Safety and Security:

Materials \$ _____

Labor \$ _____

Division 31 - Earthwork:

Materials \$ _____

Labor \$ _____

Division 32 – Siter Improvements

Materials \$ _____

Labor \$ _____

Division 33 – Utilities

Materials \$ _____

Labor \$ _____

PROJECT TIMING:

Total Number of Days Anticipated from Notice to Proceed Until Substantial Completion for each Phase:

(Substantial Completion achieved only after Contractor has written notification from Commissioning Agent that the building and all building systems are functioning as detailed in the specifications and details, and Fire Department can move in)

_____ **Calendar Days**

Contractor will have 30-calendar days from Substantial Completion to complete the Work and close-out, or liquidated damages may be incurred. See contract terms and conditions.

TOTAL BASE BID PROJECT PROPOSAL:

(Project Total Should Equal the Total of All Divisions)

(Clearly Printed): _____

_____ **Dollars** _____)

ADD ALTERNATE PROPOSAL: Total cost of materials, labor, equipment, and time for the CITY OF ALLEN STEPHEN G. TERRELL RECREATION CENTER PROJECT as specified herein.

***Note:** All landscape “Base Bid / Add Alternate” areas are shown with a bold-dashed outline on plan sheet(s) referenced.

Alternate #1: Concrete Trail Thickness (Sheet reference: L102)

1. **Base Bid:** 5" thick concrete pavilion
2. **Alternate:** 6" thick concrete paving

Materials and Labor \$_____

Alternate #2: Seat walls, decomposed granite, and planting (Sheet reference: L202, L502)

3. **Base Bid:** Sod, Irrigation, & Canopy Trees
4. **Alternate:** Seat Walls, Decomposed Granite, French Drain, Planting, Irrigation, & Canopy Trees

Materials and Labor \$_____

Alternate #3: East trail connection (Sheet reference: L202, L502, L205, L505)

5. **Base Bid:** Seed & Temporary Irrigation
6. **Alternate:** Concrete Walk as shown on drawings

Materials and Labor \$_____

Alternate #4: Seed & Temporary Irrigation (Disturbed Areas Only vs. Entire Hatched Area) (Sheet reference: L502, L503, L505, L506, L507, L508)

7. **Base Bid:** Seed & Temporary Irrigation Disturbed Areas Only
8. **Alternate:** Seed & Temporary Irrigation All Areas Shown with Hatch

Materials and Labor \$_____

Alternate #5: Plantings at Parking Lot Islands and Area Adjacent to West Side of Building (Sheet reference: L501, L502, L503, L504)

9. **Base Bid:** Sod, Irrigation, & Canopy Trees
10. **Alternate:** Planting, Irrigation, & Canopy Trees as shown on drawings

Materials and Labor \$_____

Alternate #6: Interior Thin Stone Veneer Walls (Sheet reference: A502, A503, A608, A617, A618)

11. **Base Bid:** Eliminate thin stone veneer at the interior walls along Grid D.02 above Stair 2 to the mezzanine level and the return wall at the east side of the wall. Eliminate the thin stone veneer wall along Grid 3.18 at Game Area 1460. In lieu of stone veneer assembly provide gyp. bd. with accent paint.
12. **Alternate:** Provide thin stone veneer walls as shown in the drawings.

Materials and Labor \$_____

Alternate #7: Modular Turf in Rec Gym - (Sheet reference: A801)

13. **Base Bid:** Eliminate modular indoor turf system.
14. **Alternate:** Provide modular indoor turf system as shown on drawings and listed in the specification.

Materials and Labor \$_____

END OF REQUIRED BID SUBMISSION FORM (CONSTRUCTION)

BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

(OFFICIAL Firm Name)

By:

(Original Signature) **Must be signed to be considered responsive**

(Typed or Printed Name)

(Title)

(Date)

Address:		
City	State	Zip Code
Phone #	Fax #:	
E-Mail Address		

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

- 1) _____ date acknowledged
- 2) _____ date acknowledged
- 3) _____ date acknowledged

SECTION VI – EXHIBITS

EXHIBIT 1

CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

User shall during the term hereof maintain in full force and effect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate. or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	City to be named as an additional insured

Continued Next Page

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$1,000,000 aggregate or \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	City to be named as an additional insured

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> \$1,000,000 per occurrence \$2,000,000 aggregate or. \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685.

Indemnification

COMPANY DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE COMPANY, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE COMPANY EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

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

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had 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 contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor;
 - (A). a certificate of coverage, prior to the other person beginning work on the project; and
 - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.
- K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

AFFIDAVIT OF NO PROHIBITED INTEREST

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

By: _____
Signature

(Title)

SUBSCRIBED AND SWORN TO before me this _____ day of _____ 2021

Notary Public, State of Texas

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

Date Received

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

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date 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.

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

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES**FORM1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 ☐ Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code)
(country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity (Declarant) _____

EXHIBIT 4

BIDDERS QUALIFICATION STATEMENT

Project: Bid No. _____

Contractor: _____

Indicate One: ___Sole Proprietor ___Partnership ___Corporation

Name: _____ Partner: _____

Title: _____ Title: _____

Address: _____ Address: _____

City: _____ City: _____

State & Zip: _____ State & Zip: _____

Phone: _____ Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. _____

Location of Principal Office: _____

Contact and Phone at Principal Office: _____

Liability Insurance Provider and Limits of Coverage: _____

Workers compensation Insurance Provider: _____

Address: _____

Contact and Phone: _____

Number of Years in Business as a Contractor on Above Types of Work:

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it?

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years?

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

List your most current agreements/contracts, with information, like the type of work bid.
(Use Additional Sheets if Necessary)

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Project: _____

Project Description: _____

Owner/Agency: _____

Contact Person: _____ Contract Price: _____

Phone: _____ Email _____

Bank References (List Institution, Address, Contact Person, and Phone):

EXHIBIT 5
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	_____Yes_____No?
	2.	General Partnership	_____Yes_____No
	3.	Limited Partnership	_____Yes_____No
	4.	Corporation	_____Yes_____No
	5.	Other	_____Yes_____No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?

_____No _____Yes if yes, specify_____MBE _____WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

_____No _____Yes

If yes, specify the governmental agency:

Date of certification:



EXHIBIT 6 BONDS

STATE OF TEXAS

§

§

BID BOND

COUNTY OF COLLIN §

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the Contract Documents pertaining to the work covered by the above bid, and he further agrees to commence work within TEN (10) days after the date of written notice to do so, and to have 100% of the work on which he has bid complete within _____ consecutive calendar days.

Enclosed with this proposal is a Certified Check for an amount not less than 5% of the total base bid or a Proposal Bond in the sum of \$_____ which it is agreed shall be collected and retained by the Owner as liquidated damages in the event this proposal is accepted by the Owner within SIXTY (60) days after the bids are received and the undersigned fails to execute the contract and the required bond for the Owner within TEN (10) days after the date said proposal is accepted, and otherwise, said check or bond shall be returned to the undersigned upon request.

Bids submitted without required check or bid bond will be considered non-responsive.

Contractor (Firm Name)

By:_____

Title:_____

Address

City:_____ State:_____ Zip: _____

Phone

Fax

(Must be submitted with the bid submittal)

STATE OF TEXAS

PERFORMANCE BOND

COUNTY OF COLLIN §

That _____ of the City of _____, County of _____, State of Texas ("Principal"), and _____ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Allen, Texas ("Owner"), in the penal sum of \$ _____ (*not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal*) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered a certain written contract with the Owner, dated the _____ day of _____, 202X, which contract is referred to and made part hereof the same as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall fully and faithfully execute the work and perform the contract in accordance with the plans, specifications, and contract documents, including any extensions thereof, and according to the true intent and meaning of said contract and the plans and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

Provided, however, that this Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contract, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be determined in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

Surety agrees that the Bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of two years from the date of completion and acceptance of the improvement by the Owner.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2021.

Principal:

Surety (for all Notices/Claims to be received hereunder):

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____

(Must be submitted to the Project Manager prior to contract execution)

STATE OF TEXAS

§

PAYMENT BOND

COUNTY OF COLLIN

§

That _____ of the City of _____, County of _____, State of Texas ("Principal"), and _____ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Allen, Texas ("Owner"), in the penal sum of \$ _____ (*not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal*) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered a certain written contract with the Owner, dated the _____ day of _____, 202X, which contract is referred to and made part hereof the same as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the prompt payment and satisfaction of all bills, invoices and statements, including those for usual extras, together with protection of all claims of claimants supplying labor and material and the prosecution of the work provided for in said contract and for the use of each claimant. Should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

This Bond is executed pursuant to the provisions of Section 2253.021 of the Texas Government Code, as amended, for a public work contracts, and Section 53.201 of the Property Code, and all liabilities on this Bond shall be subject to and in accordance with the provisions of said Articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation of this Bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 2021.

Principal:

Surety (for all Notices/Claims to be received hereunder):

Title: _____

Title: _____

Company: _____

Company: _____

Address: _____

Address: _____

(Must be submitted to the Project Manager prior to contract execution)

THE STATE OF TEXAS }

MAINTENANCE BOND

COUNTY OF COLLIN }

That _____ of the City of _____, County of _____, State of Texas ("Principal/Contractor"), and _____ ("Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Allen, Texas ("Owner"), in the sum of \$ _____ (*not less than one hundred percent of the approximate total amount of the contract as evidenced in the proposal*) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, by these presents:

WHEREAS, the Principal/Contractor has entered into a certain written contract with the Owner, dated the _____ day of _____, 202X, which contract, together with all plans, specifications and requirements therein mentioned, is referred to and made part hereof the same as if fully copied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the Contractor will maintain and keep in good repair, the work herein contracted to be done and performed, for a period of two (2) years from the date of the acceptance of said work, and to do all necessary repairs and/or reconstructing in whole or in part of said improvements that should be occasioned by defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the Contractor. It being understood that the purpose of this section is to cover all defective conditions arising by reason of defective material and charge the same against the said Contractor, and sureties on this obligation, and the said Contractor and sureties hereon shall be subject to the liquidation damages mentioned in said contract for each day's failure on its' part to comply with the terms of said provisions of said contract. Now, therefore, if the said Contractor shall keep and perform its' said agreement to maintain said work and keep the same in repair for the said maintenance period of two (2) years, as provided, then these presents shall be null and void, and have not further effect, but if default shall be made by the said Contractor in the performance of its' contract to so maintain and repair said work, then these presents shall have full force and effect, and said **City of Allen, Texas** shall have and receive from the said Contractor and its' principal and sureties damages in the premises, as provided; and it is further agreed that this obligation shall be a continuing one against the principal and sureties, hereon, and that successive recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or in any manner affected from any cause during said time.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on the _____ day of _____, 202X.

Principal:

By: _____

Title: _____

Company: _____

Address: _____

Surety (for all Notices/Claims to be received)

By: _____

Title: _____

Company: _____

Address: _____

NOTE: Date of Maintenance Bond must not be prior to date of Contract. Must be submitted to the Project Manager at project acceptance)

75
YEARS



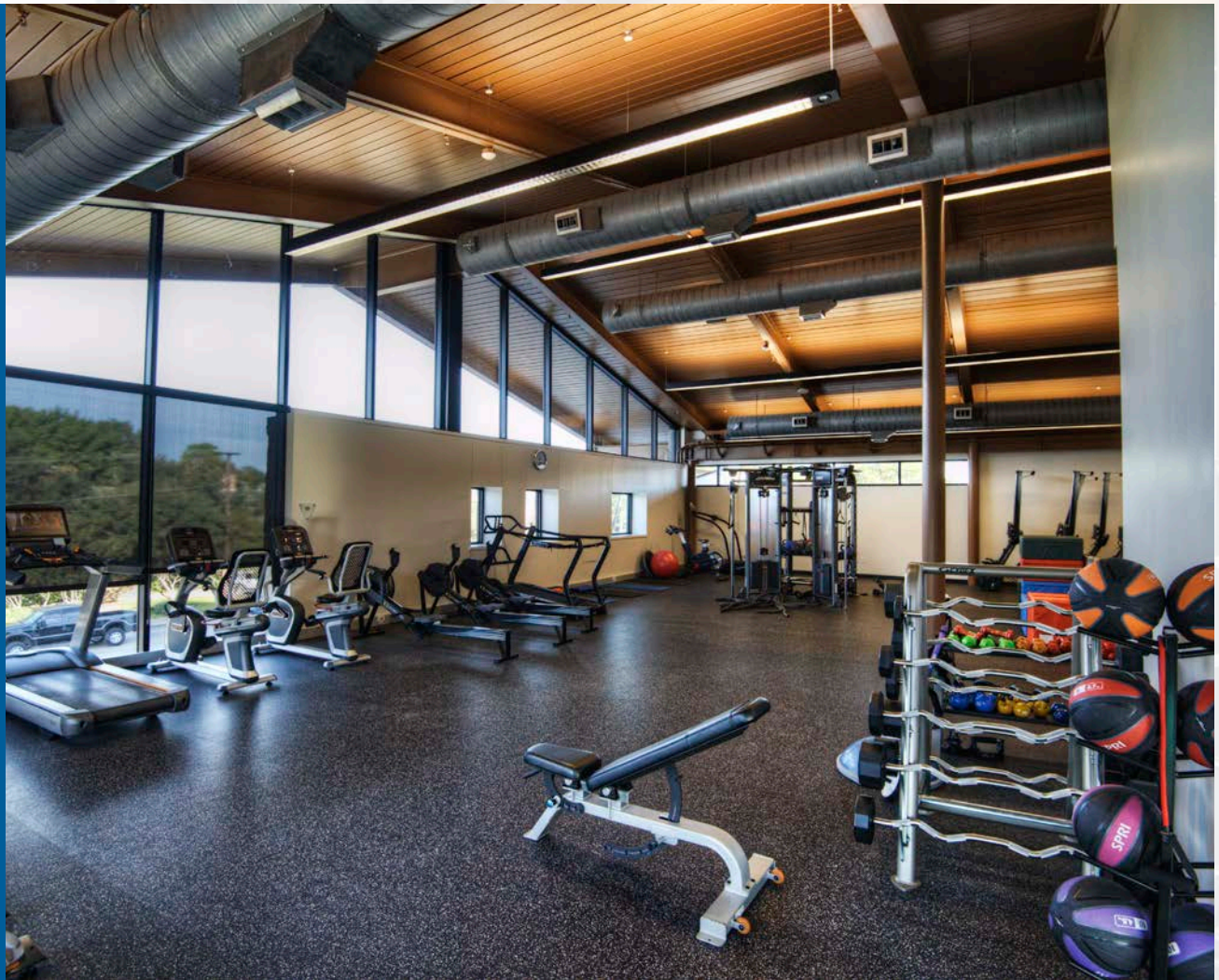
**Adolfson
& Peterson
Construction**

City of Allen

Stephen G. Terrell Recreation Center

Proposal Submission 2021-12-31

April 30, 2021



Follow Us



www.a-p.com

WE BUILD. trust. communities. people.

Cover Letter

City of Allen Purchasing Division
305 Century Parkway
Allen, TX 75013

Debra Morris, Brian Bristow, City of Allen, Barker Rinker Seacat, and Members of the Selection Committee:

Thank you for the opportunity for Adolfson & Peterson Construction (AP) to submit our company, staff, and experience for the City of Allen – Stephen G. Terrell Recreation Center. We are excited about what these improvements mean for the City of Allen and the community in which it will serve. AP is located a short 15 minutes from the City of Allen, and we are familiar with the local development and growth of your vibrant city.

Relevant Experience: For more than 30 years, AP has been a local general contractor building safe, healthy environments to compete, exercise, and get fit. Within the past five years alone, AP has completed more than \$278 million worth of recreation projects. AP builds a wide range of recreational amenities and athletic facilities, including aquatic centers, cardio, and weight areas, gymnasiums, soccer fields, basketball courts, running tracks, and football stadiums. Recently AP has completed several projects similar to your own, including the Arlington ISD - Arts and Athletics Complex (\$83.7M), Dallas County Club Tennis Facility (Cost Confidential), The REC of Grapevine (\$26.4M), Moody Family YMCA (\$24.8M), and The Marq Southlake (\$12.9M). Also, AP is currently working on the Dallas Country Club Fitness Center (Cost Confidential), a 3-story, 56,352-sf fitness center with high-end finishes and an 85-space, 29,650-sf, below-grade parking garage, and the Garland Audubon Recreation Center (\$4.5M), a 5,000-sf addition and 10,000-sf building renovation to the fitness area, and includes improvements to multi-purpose rooms, restrooms, storage, lobby, control desk, site improvements, exterior patio, and a canopy at entrance doors.

Working with Barker Rinker Seacat Architecture (BRS): AP has a long-standing successful relationship with BRS and have enjoyed working together on nearly 20 projects. Projects similar to this one include The Rec of Grapevine and The Marq Southlake, as previously mentioned above. As a result, our team has established a reputation of quality and professionalism, providing added value by limiting the learning curve which, simply put, saves you time and money.

Cohesive Team: We have assembled a team made up of some of the most talented individuals in the industry. We believe with each of their individual experiences, they will form the right team for City of Allen. Leading this project will be Zack Rogers, Vice President/Project Executive. His team includes Senior Project Manager, Stanley Morgan, Senior Superintendent, Matt Humphries, Project Engineer, Buckley Huffman, and Assistant Superintendent Cole Edwards, who all worked together and recently completed the Arlington ISD Arts and Athletics Complex.

Creation of Safe Environments: AP embraces an Incident and Injury Free (IIF) culture, supported by genuine care and concern for all. We believe everyone involved in the project should be able to go home at the end of the day to their friends and family. The result of our accident prevention program is one of the best safety records in the country. In addition, AP was awarded the Liberty Mutual Insurance Gold Safety Award for our safety performance on the ground-up Baylor Scott and White Sports Medicine Facility and it has been six years since our region had a Lost Time Accident.

Addressing COVID-19: Since the onset of the COVID-19 viral outbreak, AP has implemented project safety and industrial hygiene protocols that far exceed the CDC recommendations, including but not limited to: disinfecting projects upon notification of a positive test, social distancing, temperature screening and exposure questionnaire required daily before entering, additional sanitizing stations throughout the project site and the use of masks and gloves.

Thank you for the opportunity to present this proposal and considering us as an alternative to construct your project. Following your review of our qualifications and pricing, we look forward to discussing this project with you further.

AP reserves the right to discuss mutually agreeable contract terms.

Sincerely,



Terry Loreth
Vice President Operations
Adolfson & Peterson Construction

Adolfson & Peterson Construction
1600 North Collins Blvd. | Richardson, TX 75080
p 972.387.1700 | www.a-p.com

WE BUILD. trust. communities. people.

Table of Contents

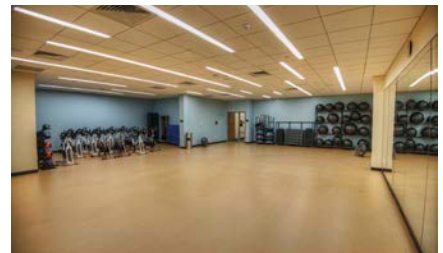
Experience of the Proposed Team	5
Schedule	11
Key Personnel	25
Current Workload	35
Required Forms	37

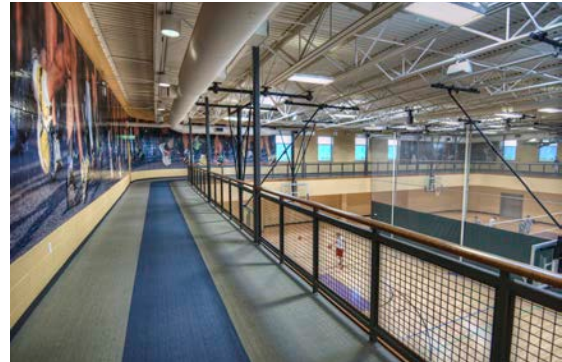


Experience of the Proposed Team



The REC of Grapevine | Grapevine, TX | Remodel/Renovation | \$26,434,094





THE REC OF GRAPEVINE

Grapevine, TX | \$26,434,094 | 116,000 SF

PROJECT ADDRESS

1175 Municipal Way
Grapevine, TX 76051

CLIENT

City of Grapevine
Kevin Mitchell
Director of Parks and Recreation
1175 Municipal Way, Grapevine, TX 76051
(817) 410-3347
Role Played: Owner

ARCHITECT

Barker Rinker Seacat Architecture

DELIVERY METHOD

CMGC/CMAR

SCHEDULE

March 2014 - May 2015

SERVICES PROVIDED

Addition, Remodel/Renovation

PROJECT SCOPE

The REC of Grapevine combines a new 60,000-sf addition with a complete renovation and upgrade to the existing CAC facility, resulting in a best-in-class 116,000-sf REC facility. The new multi-generational facility includes a senior activities area, indoor aquatics, multi-purpose rooms, basketball courts, racquetball courts, an expanded fitness area, a dining hall and a central utility plant. The central utility plant includes: three 230 ton air-cooled chillers, 2 + 1 future 3,000,000 BTU/hr condensing boilers, multiple heat exchangers to heat the pool water, and 125 ton sersco natatorium dehumidification/heat recovery unit.





MOODY FAMILY YMCA

Dallas, TX | \$24,819,462 | 58,000 SF

PROJECT ADDRESS

6000 Preston Road
Dallas, TX 75205

CLIENT

Park Cities YMCA
Tommy Osborne (Previously with Park Cities YMCA)
Executive Director of Construction - Northwest ISD
2001 Texas Drive, Justin, TX 76247
(817) 215-0992
Role Played: Owner

ARCHITECT

Good Fulton and Farrell

DELIVERY METHOD

CMGC/CMAR

SCHEDULE

April 2015 - August 2016

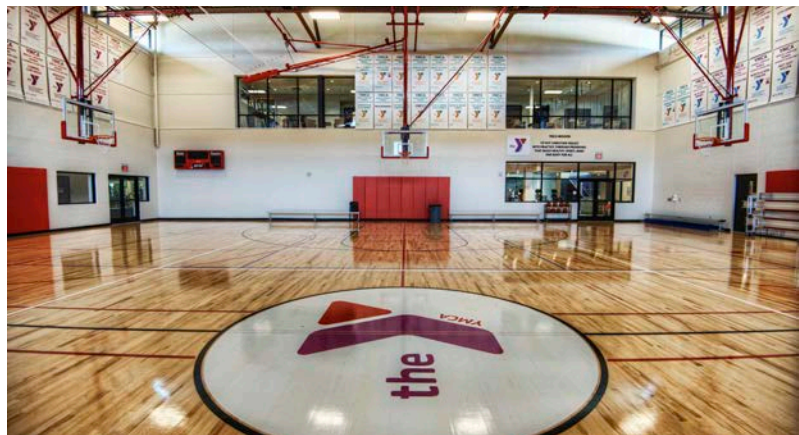
SERVICES PROVIDED

New Construction

PROJECT SCOPE

The state-of-the-art Moody Family YMCA was built to replace the 60-year old facility on the exact same location off Preston Road in Dallas. The facility offers the latest fitness amenities, including a full-size gym, a cycling studio, and cutting-edge workout equipment. A natatorium features two indoor pools, a therapy pool and a lap pool. The high-end facility also includes a wellness center, multipurpose space for youth programs, preschool classrooms, locker rooms, lobby area and outdoor recreation fields.

The building's design included multiple materials, stone and stucco for a modern building facade. The facility also features a 125,000-sf underground, cast in place, post-tensioned, parking garage with 281 parking spaces, nearly triple the parking places at the original building.





ARLINGTON ISD - ARTS AND ATHLETICS COMPLEX

Arlington, TX | \$83,778,509 | 195,511 SF

PROJECT ADDRESS

1001 E. Division Street
Arlington, TX 76011

CLIENT

Arlington Independent School District
Michael Parkos
Sr. Project Manager
1201 Colorado Lane, Arlington, TX 76015
(972) 837-9459
Role Played: Owner

ARCHITECT

HKS Architects

DELIVERY METHOD

Bid

SCHEDULE

September 2018 - January 2021

SERVICES PROVIDED

New Construction

PROJECT SCOPE

The Arlington ISD (AISD) Arts and Athletics Complex is an \$83million dollar state-of-the-art facility on more than 21 acres, that serves the district's entire student body, grades pre-kindergarten through 12. The new 97,963-sf **Center for Visual and Performing Arts**, a world-class performance and demonstration venue, features a 1,250-seat concert hall, 425-seat theater, art and dance studios, and an instrument repair center. The facility also includes an academic wing and student courtyard, as well as an art gallery next to the main lobby.

The district's Athletics Complex includes a **gymnasium**, a 13,500-sf Natatorium with an Olympic-size Myrtha competition pool, and a 2,500-sf Myrtha warm-up pool. These facilities will enable Arlington ISD to provide competition and practice venues for sports that currently lack adequate space at high school campuses.





DALLAS COUNTRY CLUB TENNIS FACILITY

Dallas, TX | Confidential | 45,524 SF

PROJECT ADDRESS

4155 Mockingbird Lane
Dallas, TX 75205

CLIENT

Pritchard Associates
Paul Jusselin
Principal
2121 N. Akard St., Dallas, TX 75201
(214) 849-0011
Role Played: Owner's Representative

ARCHITECT

Marsh & Associates, Inc.

DELIVERY METHOD

Bid

SCHEDULE

June 2019 - October 2020

SERVICES PROVIDED

HVAC, New Construction, Site Work

PROJECT SCOPE

The Dallas Country Club Tennis Facility is like no other facility in the United States. The unique project, built on a tight site, included eight new tennis courts with four interior courts underground and four exterior courts at roof level. The rooftop has a 14 foot tall, extra half gauge, 5/8" wire mesh fencing that has never been installed at this height before. The exterior south façade that faces the clubhouse and main street has large wood timber inlays in the stone and brick that enhances the curb appeal of the building.

The interior building offers two main levels with courts and two levels with walkways and galleries; high-end interior finishes were completed throughout all levels. The interior building has a special sports liner fabric ceiling above the courts and indirect LED lighting to give the courts ideal lighting for playing tennis. These exceptional aspects enhance the tennis players' experience and play on an indoor court.

The cast-in-place concrete structure is approximately 44 feet from the underground slab on carton form to the cast-in-place roof slab. The tennis court post-tension slabs were poured with a new special concrete additive called Better Mud, an additive that helps the concrete cure by forcing all the moisture out of the concrete to eliminate surface cracking.

This is the first phase of a two-phased renovation AP is completing for Dallas Country Club.



THE MARQ SOUTHLAKE

Southlake, TX | \$12,941,944 | 105,200 SF

PROJECT ADDRESS

285 Shady Oaks Drive
Southlake, TX 76092

CLIENT

City of Southlake
Chris Tribble
Director of Parks
1400 Main Street, Suite 270, Southlake, TX 76092
(817) 215-0992
Role Played: Owner

ARCHITECT

Barker Rinker Seacat Architecture

DELIVERY METHOD

CMGC/CMAR

SCHEDULE

October 2014 - December 2015

SERVICES PROVIDED

New Construction

PROJECT SCOPE

The Marq Southlake is a multi-purpose building designed by Barker Rinker Seacat Architecture. The 105,200-sf center boasts a large lobby area with high-end finishes and expert craftsmanship throughout. The site is located within Bicentennial Park and included construction of a large outdoor amphitheater.

The Senior Activity Center offers members a club lounge area, game parlor, fitness room, café, and the Dick McCauley Library. The project also included 1,380-sf of covered, usable outdoor patio space with comfortable lounge seating and fire features.

The event center, Legends Hall, features 23,000 square feet of rentable meeting and function space with a catering kitchen allowing the city to providing a revenue base. The ballroom and meeting rooms were built and designed with movable partitions that can be divided into three separate spaces for a total of six conference rooms or breakout areas.



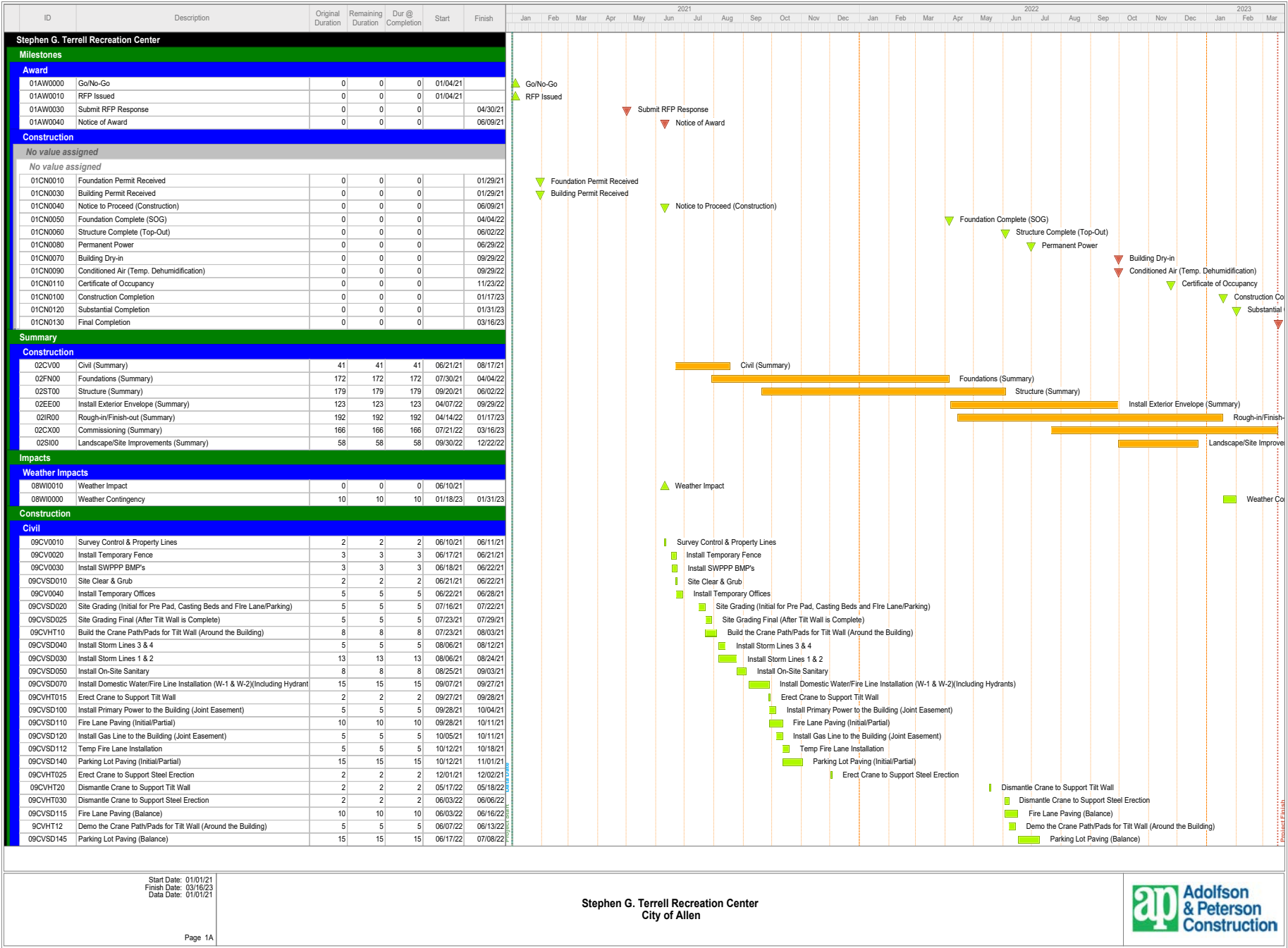
Schedule



Dallas Country Club Fitness Center | Dallas, TX | New Construction



Schedule



Schedule

							2021												2022												2023		
ID	Description	Original Duration	Remaining Duration	Dur @ Completion	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Foundations																																	
09FN000	Building Pad Prep	10	10	10	07/23/21	08/05/21																											
Slab on Void																																	
Area A																																	
09FNA110	Install Drilled Piers (Area A)(72 Piers)	8	8	8	07/30/21	08/10/21																											
09FNA150	Install UG Electrical (Area A)(Incl. Concession Rough)	5	5	5	08/11/21	08/17/21																											
09FNA120	Form, Reinforce and Pour Footings and Grade Beams (Area A)	10	10	10	08/13/21	08/26/21																											
09FNA140	Install UG Plumbing (Area A)(Incl. Concession Rough)	10	10	10	08/13/21	08/26/21																											
09FNA130	Apply Waterproofing (Area A)	2	2	2	08/27/21	08/30/21																											
09FNA190	Form/Reinforce/Pour SOG (Area A)(Minus Leave Out for Panels)	10	10	10	08/31/21	09/14/21																											
09FNA135	Apply Waterproofing (Area A)(Tilt Wall Complete)	2	2	2	11/04/21	11/05/21																											
09FNA200	Form/Reinforce/Pour SOG (Area A Leave Outs for Panels)(Incl. Catering K	5	5	5	11/04/21	11/10/21																											
Area B																																	
09FNB110	Install Drilled Piers (Area B)(111 Piers)	12	12	12	08/11/21	08/26/21																											
09FNB150	Install UG Electrical (Area B)	5	5	5	08/27/21	09/02/21																											
09FNB140	Install UG Plumbing (Area B)	8	8	8	08/27/21	09/08/21																											
09FNA125	Form, Reinforce and Pour Elevator Pits (Area B)	10	10	10	08/27/21	09/10/21																											
09FNB120	Form, Reinforce and Pour Footings and Grade Beams (Area B)	15	15	15	08/27/21	09/17/21																											
09FNB130	Apply Waterproofing (Area B)	4	4	4	09/20/21	09/23/21																											
09FNB290	Form/Reinforce/Pour SOG (Area B)(Minus Leave Out for Panels)	10	10	10	09/24/21	10/07/21																											
09FNB135	Apply Waterproofing (Area B)(Tilt Wall Complete)	2	2	2	12/23/21	12/27/21																											
09FNB300	Form/Reinforce/Pour SOG (Area B Leave Outs for Panels)	5	5	5	12/23/21	12/30/21																											
Area C																																	
09FNC160	Install Drilled Piers (Area C)(65 Piers)	7	7	7	08/27/21	09/07/21																											
09FNC200	Install UG Electrical (Area C)	10	10	10	09/08/21	09/21/21																											
09FNC190	Install UG Plumbing (Area C)	10	10	10	09/09/21	09/22/21																											
09FNC170	Form, Reinforce and Pour Footings and Grade Beams (Area C)	10	10	10	09/20/21	10/01/21																											
09FNC180	Apply Waterproofing (Area C)	2	2	2	10/04/21	10/05/21																											
09FNC340	Form/Reinforce/Pour SOG (Area C)(Minus Leave Out for Panels)	10	10	10	10/08/21	10/21/21																											
09FNC185	Apply Waterproofing (Area C)(Tilt Wall Complete)	2	2	2	02/10/22	02/11/22																											
09FNC350	Form/Reinforce/Pour SOG (Area C Leave Outs for Panels)	5	5	5	02/10/22	02/16/22																											
Area D																																	
09FND210	Install Drilled Piers (Area D)(59 Piers)	6	6	6	09/08/21	09/15/21																											
09FND250	Install UG Electrical (Area D)(Incl. Catering Kitchen Rough)	10	10	10	09/22/21	10/05/21																											
09FND240	Install UG Plumbing (Area D)(Incl. Catering Kitchen Rough)	10	10	10	09/23/21	10/06/21																											
09FND220	Form, Reinforce and Pour Footings and Grade Beams (Area D)	10	10	10	10/04/21	10/15/21																											
09FND230	Apply Waterproofing (Area D)	2	2	2	10/18/21	10/19/21																											
09FND390	Form/Reinforce/Pour SOG (Area D)(Minus Leave Out for Panels)	10	10	10	10/22/21	11/04/21																											
09FND235	Apply Waterproofing (Area D)(Tilt Wall Complete)	2	2	2	03/29/22	03/30/22																											
09FND400	Form/Reinforce/Pour SOG (Area D Leave Outs for Panels)(Incl. Concessio	5	5	5	03/29/22	04/04/22																											
Area E																																	
09FNE260	Install Drilled Piers (Area E)(135 Piers)	14	14	14	09/16/21	10/05/21																											
09FNE300	Install UG Electrical (Area E)	10	10	10	10/06/21	10/19/21																											
09FNE290	Install UG Plumbing (Area E)	10	10	10	10/07/21	10/20/21																											
09FNE270	Form, Reinforce and Pour Footings and Grade Beams (Area E)	15	15	15	10/18/21	11/05/21																											
09FNE280	Apply Waterproofing (Area E)	2	2	2	11/08/21	11/09/21																											
09FNE440	Form/Reinforce/Pour SOG (Area E)(Minus Leave Out for Panels)	15	15	15	11/10/21	12/02/21																											
09FNE450	Form/Reinforce/Pour SOG (Area E Leave Outs for Panels)	5	5	5	12/03/21	12/09/21																											
09FNE285	Apply Waterproofing (Area E)(Tilt Wall Complete)	2	2	2	05/13/22	05/16/22																											
Structure																																	
Level 1 & 2																																	
09STC210	Spray-On Fireproofing (Area C)	5	5	5	04/06/22	04/12/22																											
09STA150	Spray-On Fireproofing (Area A)	5	5	5	04/07/22	04/13/22																											
09STB210	Spray-On Fireproofing (Area B)	5	5	5	04/11/22	04/15/22																											
09STD270	Spray-On Fireproofing (Area D)	5	5	5	05/09/22	05/13/22																											
09STE290	Spray-On Fireproofing (Area E)	5	5	5	06/03/22	06/09/22																											
Area A																																	
09TWA110	Form/Reinforce/Pour Non-Insulated Panels (Interior Panels)(Area A)	5	5	5	09/20/21	09/24/21																											
09STA100	Erect Non-Insulated Tilt Wall Panels (Area A)	3	3	3	10/11/21	10/13/21																											
09TWA120	Form/Reinforce/Pour Insulated Panels (Exterior Panels)(Area A)	15	15	15	10/14/21	11/03/21																											
09TA105	Erect Insulated Tilt Wall Panels (Area A)	2	2	2	11/29/21	11/30/21																											
Area B																																	
09TWB110	Form/Reinforce/Pour Non-Insulated Panels (Interior Panels)(Area B)	5	5	5	11/04/21	11/10/21																											
Start Date: 01/01/21 Finish Date: 03/16/23 Data Date: 01/01/21																																	
Stephen G. Terrell Recreation Center City of Allen																																	
ap Adolfsen & Peterson Construction																																	

Schedule

[illegible]

Schedule

							2021												2022												2023		
ID	Description	Original Duration	Remaining Duration	Dur @ Completion	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
Area C																																	
09EE210	Install Exterior Glazing (Level C)	10	10	10	08/01/22	08/12/22																											
9EE260	Install Graphic Film on Glazing (Area C)	3	3	3	08/15/22	08/17/22																											
Area D																																	
09EE220	Install Exterior Glazing (Level D)	10	10	10	08/22/22	09/02/22																											
Area E																																	
09EE230	Install Exterior Glazing (Level E)	5	5	5	09/23/22	09/29/22																											
North Elevation																																	
09EENA010	Install Exterior Metal Studs (North Elevation/Area C & D)	3	3	3	05/11/22	05/13/22																											
09EENA020	Install Exterior Sheathing (North Elevation/Area C & D)	5	5	5	05/16/22	05/20/22																											
9EENA25	Install Scaffolding (North Elevation/Area C & D)	3	3	3	05/23/22	05/25/22																											
09EENA030	Dampproofing (North Elevation/Area C & D)	8	8	8	05/23/22	06/02/22																											
09EENA040	Install Misc Flashing for Transitions (North Elevation/Area C & D)	6	6	6	06/03/22	06/10/22																											
9EENA50	Install Masonry Veneer (North Elevation/Area C & D)	25	25	25	07/26/22	08/29/22																											
09EENA100	Wash Down and Remove Scaffolding (North Elevation/Area C & D)	4	4	4	08/30/22	09/02/22																											
09EENA060	Install Metal Panel System (North Elevation/Area C & D)	10	10	10	09/06/22	09/19/22																											
9EENA105	Paint Exterior Exposed Structure (HPC)(North Elevation/Area C & D)	10	10	10	09/06/22	09/19/22																											
East Elevation																																	
9EENA260	Install Exterior Metal Studs (East Elevation/Area D & E)	3	3	3	05/23/22	05/25/22																											
9EENA290	Install Exterior Sheathing (East Elevation/Area D & E)	5	5	5	05/26/22	06/02/22																											
9EENA275	Install Scaffolding (East Elevation/Area D & E)	3	3	3	06/03/22	06/07/22																											
9EENA300	Dampproofing (East Elevation/Area D & E)	8	8	8	06/03/22	06/14/22																											
9EENA310	Install Misc Flashing for Transitions (East Elevation/Area D & E)	6	6	6	06/15/22	06/22/22																											
9EENA320	Install Masonry Veneer (East Elevation/Area D & E)	20	20	20	08/30/22	09/27/22																											
9EENA350	Wash Down and Remove Scaffolding (East Elevation/Area D & E)	2	2	2	09/28/22	09/29/22																											
9EENA340	Install Metal Screen Wall System (West Elevation/Area B & C)	5	5	5	09/30/22	10/06/22																											
9EENA360	Paint Exterior Exposed Structure (HPC)(East Elevation/Area D & E)	5	5	5	09/30/22	10/06/22																											
9EENA330	Install Metal Panel System (East Elevation/Area D & E)	10	10	10	09/30/22	10/13/22																											
South Elevation																																	
9EENA70	Install Exterior Metal Studs (South Elevation/Area A, B & E)	3	3	3	04/13/22	04/15/22																											
9EENA80	Install Exterior Sheathing (South Elevation/Area A, B & E)	5	5	5	04/18/22	04/22/22																											
9EENA85	Install Scaffolding (South Elevation/Area A, B & E)	3	3	3	04/25/22	04/27/22																											
9EENA90	Dampproofing (South Elevation/Area A, B & E)	8	8	8	04/25/22	05/04/22																											
9EENA110	Install Misc Flashing for Transitions (South Elevation/Area A, B & E)	6	6	6	05/05/22	05/12/22																											
9EENA120	Install Masonry Veneer (South Elevation/Area A, B & E)	30	30	30	05/13/22	06/24/22																											
9EENA160	Wash Down and Remove Scaffolding (South Elevation/Area A, B & E)	4	4	4	06/27/22	06/30/22																											
9EENA170	Paint Exterior Exposed Structure (HPC)(South Elevation/Area A, B & E)	8	8	8	07/01/22	07/13/22																											
9EENA140	Install Metal Screen Wall System (South Elevation/Area A, B & E)	12	12	12	08/05/22	08/22/22																											
9EENA130	Install Metal Panel System (South Elevation/Area A, B & E)	8	8	8	08/11/22	08/22/22																											
West Elevation																																	
9EENA150	Install Exterior Metal Studs (West Elevation/Area B & C)	3	3	3	04/25/22	04/27/22																											
9EENA180	Install Exterior Sheathing (West Elevation/Area B & C)	5	5	5	04/28/22	05/04/22																											
9EENA165	Install Scaffolding (West Elevation/Area B & C)	3	3	3	05/05/22	05/09/22																											
9EENA190	Dampproofing (West Elevation/Area B & C)	8	8	8	05/05/22	05/16/22																											
9EENA200	Install Misc Flashing for Transitions (West Elevation/Area B & C)	6	6	6	05/17/22	05/24/22																											
9EENA210	Install Masonry Veneer (West Elevation/Area B & C)	20	20	20	06/27/22	07/25/22																											
9EENA240	Wash Down and Remove Scaffolding (West Elevation/Area B & C)	2	2	2	07/26/22	07/27/22																											
9EENA250	Paint Exterior Exposed Structure (HPC)(West Elevation/Area B & C)	5	5	5	07/28/22	08/03/22																											
9EENA220	Install Metal Panel System (West Elevation/Area B & C)	12	12	12	07/28/22	08/12/22																											
9EENA230	Install Metal Screen Wall System (West Elevation/Area B & C)	6	6	6	08/15/22	08/22/22																											
Roof																																	
Area A																																	
09EERF10	Install Mechanical Roof Curbs (Area A)	2	2	2	04/07/22	04/08/22																											
09EERF20	Install Roof Drains and Supports (Area A)	2	2	2	04/07/22	04/08/22																											
9EERF25	Install Roof Flashings and Receivers (Area A)	3	3	3	04/07/22	04/11/22																											
09EE110	Install Exterior Glazing (Area A Clear Story)	10	10	10	04/07/22	04/20/22																											
09EERF30	Install TPO Roof (Area A)	8	8	8	04/12/22	04/21/22																											
9EERF32	Install Conductor Heads and Downspouts (Area A)	2	2	2	04/22/22	04/25/22																											
09EERF40	Install Walk Pads (Area A)	2	2	2	04/22/22	04/25/22																											
9EERF35	Parapet/Coping/Fascia/Trim Flashing Install (Area A)	6	6	6	04/22/22	04/29/22																											
Area B																																	
9EERF50	Install Mechanical Roof Curbs (Area B)	2	2	2	04/11/22	04/12/22																											
9EERF60	Install Roof Drains and Supports (Area B)	2	2	2	04/11/22	04/12/22																											
Start Date: 01/01/21 Finish Date: 03/16/23 Data Date: 01/01/21																																	
Page 4A																																	
Stephen G. Terrell Recreation Center City of Allen																																	
ap Adolfson & Peterson Construction																																	

Schedule

							2021												2022												2023																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
ID	Description	Original Duration	Remaining Duration	Dur @ Completion	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
9EERF65	Install Roof Flashings and Receivers (Area B)	3	3	3	04/11/22	04/13/22																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				</


Schedule

[illegible]

Schedule

[illegible]

Schedule


	ID	Description	2021							2022							2023						
			Original Duration	Remaining Duration	Dur @ Completion	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Level 1	09RR1A270	Inwall Sanitary Rough-in @ Restroom Walls (Area A1)	3	3	3	04/29/22	05/03/22																
	09RR1A230	Inwall Dom Wtr Rough-in @ Restroom Walls (Area A1)	3	3	3	05/04/22	05/06/22																
	09RR1A300	Wall Inspection @ Restroom Walls (Area A1)	0	0	0		05/06/22																
	9RR1A160	Misc. Steel, Blocking @ Restroom Walls (Area B1)	2	2	2	05/09/22	05/10/22																
	9RR1A310	Inwall Sanitary Rough-in @ Restroom Walls (Area B1)	3	3	3	05/11/22	05/13/22																
	9RR1A260	Inwall Dom Wtr Rough-in @ Restroom Walls (Area B1)	3	3	3	05/16/22	05/18/22																
	9RR1A330	Wall Inspection @ Restroom Walls (Area B1)	0	0	0		05/18/22																
	9RR1A200	Misc. Steel, Blocking @ Restroom Walls (Area D1)	2	2	2	05/31/22	06/01/22																
	9RR1A400	Inwall Sanitary Rough-in @ Dual Single OC Restroom Walls (Area D1)(In S	2	2	2	06/02/22	06/03/22																
	9RR1A640	Inwall Dom Wtr Rough-in @ Dual Single OC Restroom Walls (Area D1)(In :	2	2	2	06/06/22	06/07/22																
	9RR1A650	Wall Inspection @ Restroom Walls (Area D1)	0	0	0		06/07/22																
Level 2																							
Area A																							
	9IF1A350	Install Door Frames (Area A2)	1	1	1	04/06/22	04/06/22																
	09IF02A010	Frame/Rock/Fire Tape Priority Walls (Area A2)	3	3	3	04/06/22	04/08/22																
	09IR02A010	Ductwork Rough-In (Area A2)	5	5	5	04/06/22	04/12/22																
	09IR02A040	Overhead Elect Rough-in (Area A2)	3	3	3	04/11/22	04/13/22																
	09IF02A110	Frame Remaining Walls (Area A2)	1	1	1	04/13/22	04/13/22																
	09IR02A050	Overhead Fire Prot Rough-In (Area A2)	3	3	3	04/14/22	04/18/22																
	09IR02A080	Low Voltage & AV System Distribution (Area A2)	3	3	3	04/14/22	04/18/22																
	09IR02A090	Overhead Fire Alarm Rough-In (Area A2)	3	3	3	04/14/22	04/18/22																
	09IF02A240	Inwall Elect Rough-in (Area A2)	2	2	2	04/18/22	04/19/22																
	09IR02A060	Overhead Sanitary Rough-In (Area A2)	1	1	1	04/19/22	04/19/22																
	09IR02A070	Overhead Storm Rough-In (Area A2)	1	1	1	04/20/22	04/20/22																
	9IR1A490	Plumbing Insulation (Area A2)	2	2	2	05/03/22	05/04/22																
	09IR02A110	Overhead Duct Insulation (Area A2)	3	3	3	05/03/22	05/05/22																
	09IF02A020	Ceiling Grid (Area A2)	2	2	2	05/24/22	05/25/22																
	09IF02A030	Frame Ceilings, Furr Downs (Area A2)	5	5	5	05/24/22	05/31/22																
	09IR02A140	Install Electrical Fixtures @ Grid (Area A2)	3	3	3	05/26/22	05/31/22																
Area B																							
	9IF2A40	Frame/Rock/Fire Tape Priority Walls (Area B2)	5	5	5	04/08/22	04/14/22																
	9IR2A100	Ductwork Rough-In (Area B2)	5	5	5	04/08/22	04/14/22																
	9IF1A390	Install Door Frames (Area B2)	1	1	1	04/15/22	04/15/22																
	9IR2A190	Overhead Elect Rough-in (Area B2)	4	4	4	04/15/22	04/20/22																
	9IR2A210	Overhead Fire Prot Rough-In (Area B2)	3	3	3	04/18/22	04/20/22																
	9IR2A170	Overhead Sanitary Rough-In (Area B2)	2	2	2	04/21/22	04/22/22																
	9IR2A230	Overhead Fire Alarm Rough-In (Area B2)	20	20	20	04/21/22	05/18/22																
	9IR2A180	Overhead Storm Rough-In (Area B2)	2	2	2	04/22/22	04/25/22																
	9IR2A130	Overhead Dom Wtr Rough-In (Area B2)	1	1	1	04/25/22	04/25/22																
	9IF2A250	Frame Remaining Walls (Area B2)	3	3	3	05/05/22	05/09/22																
	9IR2A220	Low Voltage & AV System Distribution (Area B2)(IDF)	3	3	3	05/05/22	05/09/22																
	9IF2A260	Misc. Blocking @ Walls & Ceilings (Area B2)	2	2	2	05/06/22	05/09/22																
	9IR1A560	Inwall Sanitary Rough-In (Area B2)	1	1	1	05/10/22	05/10/22																
	9IR1A520	Inwall Elect Rough-in (Area B2)	4	4	4	05/10/22	05/13/22																
	9IR1A500	Inwall Dom Wtr Rough-In (Area B2)	1	1	1	05/11/22	05/11/22																
	9IR1A480	Plumbing Insulation (Area B2)	2	2	2	05/19/22	05/20/22																
	9IR2A150	Overhead Duct Insulation (Area B2)	3	3	3	05/19/22	05/23/22																
	9IF2A50	Ceiling Grid (Area B2)	3	3	3	06/09/22	06/13/22																
	9IF2A60	Frame Ceilings, Furr Downs (Area B2)	7	7	7	06/09/22	06/17/22																
	9IR2A200	Install Electrical Fixtures @ Grid (Area B2)	3	3	3	06/14/22	06/16/22																
	9IR1A191	Install Electrical Fixtures @ Hard Ceilings/Overhead Structure (Area B2)	5	5	5	06/20/22	06/24/22																
Area C																							
	9IR2A260	Ductwork Rough-In (Area C2)	2	2	2	04/06/22	04/07/22																
	9IF2A70	Frame/Rock/Fire Tape Priority Walls (Area C2)	3	3	3	04/06/22	04/08/22																
	9IF1A460	Install Door Frames (Area C2)	1	1	1	04/11/22	04/11/22																
	9IR2A280	Overhead Storm Rough-In (Area C2)	2	2	2	04/11/22	04/12/22																
	9IR2A290	Overhead Elect Rough-in (Area C2)	3	3	3	04/11/22	04/13/22																
	9IR2A270	Overhead Sanitary Rough-In (Area C2)	1	1	1	04/12/22	04/12/22																
	9IR2A300	Overhead Dom Wtr Rough-In (Area C2)	1	1	1	04/13/22	04/13/22																
	9IR2A400	Overhead Fire Prot Rough-In (Area C2)	3	3	3	04/13/22	04/15/22																
	9IR1A211	Install Electrical Fixtures @ Hard Ceilings/Overhead Structure (Area C2)	3	3	3	04/14/22	04/18/22																
	9IR2A330	Overhead Fire Alarm Rough-In (Area C2)	20	20	20	04/20/22	05/17/22																
	9IR2A320	Low Voltage & AV System Distribution (Area C2)	3	3	3	05/13/22	05/17/22																
	9IF2A310	Frame Remaining Walls (Area C2)	2	2	2	05/16/22	05/17/22																
Project Status: On Track																							
<div>Start Date: 01/01/21 Finish Date: 03/16/23 Data Date: 01/01/21</div> <div>Stephen G. Terrell Recreation Center City of Allen</div> <div> Adolfson & Peterson Construction</div>																							

Page 8A

Schedule

							2021												2022												2023		
ID	Description	Original Duration	Remaining Duration	Dur @ Completion	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
9IF2A280	Misc. Blocking @ Walls & Ceilings (Area C2)	1	1	1	05/17/22	05/17/22																											
9IR1A720	Inwall Sanitary Rough-In (Area C2)	1	1	1	05/18/22	05/18/22																											
9IR2A410	Overhead Duct Insulation (Area C2)	1	1	1	05/18/22	05/18/22																											
9IR1A740	Inwall Dom Wtr Rough-In (Area C2)	1	1	1	05/19/22	05/19/22																											
9IR1A730	Inwall Elect Rough-in (Area C2)	2	2	2	05/19/22	05/20/22																											
9IR1A750	Plumbing Insulation (Area C2)	1	1	1	05/23/22	05/23/22																											
9IF2A80	Ceiling Grid (Area C2)	1	1	1	06/08/22	06/08/22																											
9IR2A420	Install Electrical Fixtures @ Grid (Area C2)	2	2	2	06/09/22	06/10/22																											
Restrooms																																	
9RR2A160	Misc. Steel, Blocking @ Restroom Walls (Area B2)	5	5	5	05/03/22	05/09/22																											
9RR1A340	Inwall Sanitary Rough-in @ Restroom Walls (Area B2)	1	1	1	05/10/22	05/10/22																											
9RR1A280	Inwall Dom Wtr Rough-in @ Restroom Walls (Area B2)	1	1	1	05/11/22	05/11/22																											
9RR1A320	Wall Inspection @ Restroom Walls (Area B2)	0	0	0		05/11/22																											
Interior Finish-out																																	
Level 1																																	
Area A																																	
09IF01A140	Insulate/Close Walls (Area A1)(Incl. Concession)	7	7	7	05/12/22	05/20/22																											
9IR1A131	Install Mechanical Grilles @ Architectural Ductwork (Area A1)	1	1	1	05/23/22	05/23/22																											
09IF01A150	Tape, Bed & Prime Drywall Walls (Area A1)(Incl. Concession)	7	7	7	05/23/22	06/01/22																											
09IR01A160	Install Sprinkler Heads (Area A1)	4	4	4	06/01/22	06/06/22																											
09IR01A310	Install Thermostat & Trimout (Area A1)	1	1	1	06/02/22	06/02/22																											
09IR01A120	Install Mechanical Grilles @ Grid (Area A1)	3	3	3	06/02/22	06/06/22																											
9RR1A582	Install the Equipment for the Concession Stand (Area A1)	10	10	10	06/02/22	06/15/22																											
9IF1A155	Prime and Paint Structure, Ductwork, Piping, Conduit, Etc. @ Exposed Ceiling	3	3	3	06/16/22	06/20/22																											
09IF01A160	Close Hard Ceilings, Furr Downs (Area A1)(Incl. Concession)	5	5	5	07/29/22	08/04/22																											
09IF01A170	Tape, Bed & Prime Drywall Ceiling, Furr Downs (Area A1)	4	4	4	08/05/22	08/10/22																											
09IR01A121	Install Mechanical Grilles @ Hard Ceilings (Area A1)	3	3	3	08/11/22	08/15/22																											
09IF01A180	Install Millwork (Area A1)(Incl. Concession)	10	10	10	09/30/22	10/13/22																											
09IF01A190	Install Floorings (Area A1)	10	10	10	09/30/22	10/13/22																											
09IR01A330	Install Plumbing Fixtures & Trimout (Area A1)(Incl. Concession)	5	5	5	10/07/22	10/13/22																											
09IR01A340	Install Electrical and Fire Alarm Fixtures & Trimout (Area A1)(Incl. Concess	5	5	5	10/07/22	10/13/22																											
9IF1A191	Quarry Tile for the Concession (Area A1)	15	15	15	10/07/22	10/27/22																											
09IF01A200	Install Ceiling Tile (Area A1)(Incl. Concession)	5	5	5	10/14/22	10/20/22																											
09IR01A350	Install Low Voltage & AV System Devices & Trimout (Area A1)(Incl. Conces	5	5	5	10/14/22	10/20/22																											
9IF1A192	Finish Concrete Floors (Area A1)	10	10	10	10/14/22	10/27/22																											
09IF01A220	Install Doors & Hardware (Area A1)	10	10	10	10/14/22	10/27/22																											
09IF01A210	Final Paints & Wallcoverings (Area A1)(Incl. Concession)	4	4	4	10/21/22	10/26/22																											
Area B																																	
9IF1A260	Insulate/Close Walls (Area B1)	7	7	7	05/24/22	06/02/22																											
9IR1A161	Install Mechanical Grilles @ Architectural Ductwork (Area B1)	1	1	1	06/03/22	06/03/22																											
9IF1A300	Tape, Bed & Prime Drywall Walls (Area B1)	9	9	9	06/03/22	06/15/22																											
9IR1A430	Install Thermostat & Trimout (Area B1)	1	1	1	06/16/22	06/16/22																											
9IR1A420	Install Mechanical Grilles @ Grid (Area B1)	3	3	3	06/16/22	06/20/22																											
9IR1A460	Install Sprinkler Heads (Area B1)	5	5	5	06/16/22	06/22/22																											
9IF1A165	Prime and Paint Structure, Ductwork, Piping, Conduit, Etc. @ Exposed Ceiling	5	5	5	06/23/22	06/29/22																											
9IF1A270	Close Hard Ceilings, Furr Downs (Area B1)	5	5	5	07/29/22	08/04/22																											
9IF1A310	Tape, Bed & Prime Drywall Ceiling, Furr Downs (Area B1)	3	3	3	08/05/22	08/09/22																											
9IR1A181	Install Mechanical Grilles @ Hard Ceilings (Area B1)	3	3	3	08/10/22	08/12/22																											
9IF1A330	Install Floorings (Area B1)	10	10	10	10/07/22	10/20/22																											
9IF1A340	Install Millwork (Area B1)	5	5	5	10/14/22	10/20/22																											
9IR1A440	Install Plumbing Fixtures & Trimout (Area B1)	5	5	5	10/14/22	10/20/22																											
9IR1A450	Install Electrical and Fire Alarm Fixtures & Trimout (Area B1)	7	7	7	10/21/22	10/31/22																											
9IF1A290	Install Doors & Hardware (Area B1)	10	10	10	10/21/22	11/03/22																											
9IF1A332	Finish Concrete Floors (Area B1)	5	5	5	10/28/22	11/03/22																											
9IF1A280	Install Ceiling Tile (Area B1)	5	5	5	11/01/22	11/07/22																											
9IR1A470	Install Low Voltage & AV System Devices & Trimout (Area B1)(IDF)	5	5	5	11/01/22	11/07/22																											

Schedule

		2021												2022												2023								
ID	Description	Original Duration	Remaining Duration	Dur @ Completion	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
9R1A190	Block Fill Walls and Tape, Bed & Prime Drywall Ceiling, Furr Downs (Area C1)	5	5	5	06/02/22	06/08/22																												
9R1A1780	Install Thermostat & Trimout (Area C1)	1	1	1	06/13/22	06/13/22																												
9R1A1760	Install Mechanical Grilles @ Grid (Area C1)	3	3	3	06/13/22	06/15/22																												
9R1A1770	Install Sprinkler Heads (Area C1)(Fire Pump Room)	3	3	3	06/13/22	06/15/22																												
9R1A175	Prime and Paint Structure, Ductwork, Piping, Conduit, Etc. @ Exposed Ceiling	4	4	4	06/22/22	06/27/22																												
9R1A490	Close Hard Ceilings, Furr Downs (Area C1)	5	5	5	06/22/22	06/28/22																												
9R1A510	Tape, Bed & Prime Drywall Ceiling, Furr Downs (Area C1)	7	7	7	06/29/22	07/08/22																												
9R1A231	Install Mechanical Grilles @ Hard Ceilings (Area C1)(Main Mechanical Room)	3	3	3	07/11/22	07/13/22																												
9R1A500	Install Millwork (Area C1)	6	6	6	10/24/22	10/31/22																												
9R1A520	Install Floorings (Area C1)	6	6	6	10/24/22	10/31/22																												
9R1A790	Install Plumbing Fixtures & Trimout (Area C1)(Main Mechanical Room)	5	5	5	10/25/22	10/31/22																												
9R1A800	Install Electrical and Fire Alarm Fixtures & Trimout (Area C1)(Main Electrical Room)	4	4	4	11/01/22	11/04/22																												
9R1A540	Install Doors & Hardware (Area C1)	10	10	10	11/01/22	11/14/22																												
9R1A525	Finish Concrete Floors (Area C1)	5	5	5	11/04/22	11/10/22																												
9R1A530	Install Ceiling Tile (Area C1)	5	5	5	11/07/22	11/11/22																												
9R1A810	Install Low Voltage & AV System Devises & Trimout (Area C1)(IDF)	5	5	5	11/07/22	11/11/22																												
9R1A550	Final Paints & Wallcoverings (Area C1)	6	6	6	11/14/22	11/21/22																												
Area D																																		
9R1A680	Insulate/Close Walls (Area D1)(Incl. Catering Kitchen)	7	7	7	06/14/22	06/22/22																												
9R1A261	Install Mechanical Grilles @ Architectural Ductwork (Area D1)	1	1	1	06/23/22	06/23/22																												
9R1A690	Tape, Bed & Prime Drywall Walls (Area D1)(Incl. Catering Kitchen)	7	7	7	06/23/22	07/01/22																												
9R1A1060	Install Thermostat & Trimout (Area D1)	1	1	1	07/06/22	07/06/22																												
9R1A1040	Install Mechanical Grilles @ Grid (Area D1)	3	3	3	07/06/22	07/08/22																												
9R1A1050	Install Sprinkler Heads (Area D1)	4	4	4	07/06/22	07/11/22																												
9RR1A592	Install the Equipment for the Catering Kitchen (Area D1)	10	10	10	07/06/22	07/19/22																												
9R1A195	Prime and Paint Structure, Ductwork, Piping, Conduit, Etc. @ Exposed Ceiling	3	3	3	07/13/22	07/15/22																												
9R1A700	Close Hard Ceilings, Furr Downs (Area D1)(Incl. Catering Kitchen)	5	5	5	07/13/22	07/19/22																												
9R1A720	Tape, Bed & Prime Drywall Ceiling, Furr Downs (Area D1)(Incl. Catering Kitchen)	6	6	6	07/20/22	07/27/22																												
9R1A271	Install Mechanical Grilles @ Hard Ceilings (Area D1)	3	3	3	07/28/22	08/01/22																												
9R1A730	Install Floorings (Area D1)	8	8	8	10/26/22	11/04/22																												
9R1A1070	Install Plumbing Fixtures & Trimout (Area D1)(Incl. Catering Kitchen)	5	5	5	10/31/22	11/04/22																												
9R1A710	Install Millwork (Area D1)	4	4	4	11/01/22	11/04/22																												
9R1A201	Quarry Tile for the Catering Kitchen (Area D1)	15	15	15	11/02/22	11/22/22																												
9R1A1080	Install Electrical and Fire Alarm Fixtures & Trimout (Area D1)(Incl. Catering Kitchen)	5	5	5	11/07/22	11/11/22																												
9R1A750	Install Doors & Hardware (Area D1)	10	10	10	11/07/22	11/18/22																												
9R1A735	Finish Concrete Floors (Area D1)	8	8	8	11/11/22	11/22/22																												
9R1A740	Install Ceiling Tile (Area D1)(Incl. Catering Kitchen)	5	5	5	11/14/22	11/18/22																												
9R1A1090	Install Low Voltage & AV System Devises & Trimout (Area D1)(IDF)	5	5	5	11/14/22	11/18/22																												
9R1A760	Final Paints & Wallcoverings (Area D1)(Incl. Catering Kitchen)	6	6	6	11/21/22	11/30/22																												
Area E																																		
9R1A900	Insulate/Close Walls (Area E1)	7	7	7	07/06/22	07/14/22																												
9R1A301	Install Mechanical Grilles @ Architectural Ductwork (Area E1)	1	1	1	07/15/22	07/15/22																												
9R1A910	Tape, Bed & Prime Drywall Walls (Area E1)	3	3	3	07/15/22	07/19/22																												
9R1A1340	Install Thermostat & Trimout (Area E1)	1	1	1	07/22/22	07/22/22																												
9R1A1320	Install Mechanical Grilles @ Grid (Area E1)	3	3	3	07/22/22	07/26/22																												
9R1A1330	Install Sprinkler Heads (Area E1)	5	5	5	07/22/22	07/28/22																												
9R1A215	Prime and Paint Structure, Ductwork, Piping, Conduit, Etc. @ Exposed Ceiling	7	7	7	07/29/22	08/08/22																												
9R1A950	Install Floorings (Area E1)	3	3	3	08/09/22	08/11/22																												
9R1A1360	Install Electrical and Fire Alarm Fixtures & Trimout (Area E1)	8	8	8	08/09/22	08/18/22																												
9R1A970	Install Doors & Hardware (Area E1)	10	10	10	08/12/22	08/25/22																												
9R1A960	Install Ceiling Tile (Area E1)	5	5	5	08/19/22	08/25/22																												
9R1A1370	Install Low Voltage & AV System Devises & Trimout (Area E1)(MDF)	5	5	5	08/19/22	08/25/22																												
9R1A980	Final Paints & Wallcoverings (Area E1)	5	5	5	08/26/22	09/01/22																												
9R1A955	Prep and Install Basketball Court Flooring (Area E1 - 8 Courts)	40	40	40	09/26/22	11/18/22																												
9R1A957	Stripe Basketball Court Flooring (Area E1 - 8 Courts)	25	25	25	11/21/22	12/28/22																												
Restrooms																																		
9RR2A210	Insulate/Close Walls @ Restroom Walls (Area C1)	5	5	5	04/01/22	04/07/22																												
9RR1A250	Tape, Bed & Prime Drywall Walls and Ceiling in Childrens RR (Area C1)	5	5	5	04/06/22	04/12/22																												
9RR1A550	Install Ceramic Restroom Tile (Area C1)	5	5	5	04/13/22	04/19/22																												
9RR1A560	Install Restroom Counters (Area C1)	1	1	1	04/20/22	04/20/22																												
9RR1A570	Install RR Plumbing Fixtures & Trimout (Area C1)	5	5	5	04/20/22	04/26/22																												
9RR1A580	Install Toilet Partitions (Area C1)	3	3	3	04/27/22	04/29/22																												
9RR1A590	Install Toilet Accessories (Area C1)	2	2	2	05/02/22	05/03/22																												
09RR1A150	Block Fill Walls and Tape, Bed & Prime Drywall Ceiling, Furr Downs (Area C1)	5	5	5	05/25/22	06/01/22																												
Start Date: 01/01/21 Finish Date: 03/16/23 Date Date: 01/01/21																																		
Page 10A																																		
Stephen G. Terrell Recreation Center City of Allen																																		
																																		

Schedule

							2021												2022												2023		
ID	Description	Original Duration	Remaining Duration	Dur @ Completion	Start	Finish	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
09RR1A410	Install Ceramic Restroom Tile (Area A1)	15	15	15	06/02/22	06/22/22																											
9RR1A180	Block Fill Walls and Tape, Bed & Prime Drywall Ceiling, Furr Downs (Area A1)	5	5	5	06/09/22	06/15/22																											
9RR1A460	Install Ceramic Restroom Tile (Area B1)	15	15	15	06/16/22	07/07/22																											
09RR1A420	Install Restroom Counters (Area A1)	2	2	2	06/23/22	06/24/22																											
09RR1A440	Install RR Plumbing Fixtures & Trimout (Area A1)	5	5	5	06/23/22	06/29/22																											
9RR1A210	Block Fill Walls and Tape, Bed & Prime Drywall Ceiling, Furr Downs (Area A1)	5	5	5	06/27/22	07/01/22																											
09RR1A430	Install Toilet Partitions (Area A1)	8	8	8	06/30/22	07/12/22																											
9RR1A690	Install Ceramic Restroom Tile (Area D1)	8	8	8	07/05/22	07/14/22																											
9RR1A480	Install Restroom Counters (Area B1)	2	2	2	07/08/22	07/11/22																											
9RR1A470	Install RR Plumbing Fixtures & Trimout (Area B1)	5	5	5	07/08/22	07/14/22																											
09RR1A450	Install Toilet Accessories (Area A1)	3	3	3	07/13/22	07/15/22																											
9RR1A700	Install Restroom Counters (Area D1)	1	1	1	07/15/22	07/15/22																											
9RR1A730	Install Toilet Accessories (Area D1)	3	3	3	07/15/22	07/19/22																											
9RR1A710	Install RR Plumbing Fixtures & Trimout (Area D1)	5	5	5	07/15/22	07/21/22																											
9RR1A490	Install Toilet Partitions (Area B1)	8	8	8	07/15/22	07/26/22																											
9RR1A500	Install Toilet Accessories (Area B1)	3	3	3	07/27/22	07/29/22																											
9RR1A588	Install the Basketball Court Equipment (Area E1 - 8 Courts)	15	15	15	09/02/22	09/23/22																											
9RR1A587	Install the Turf Field Equipment (Area B1 - 1 Field)	3	3	3	11/17/22	11/21/22																											
9RR1A585	Install the Basketball Court Equipment (Area B1 - 2 Courts)	5	5	5	11/17/22	11/23/22																											
Commissioning																																	
09CX01120	Initial Test & Balance (All Areas First Floor)	10	10	10	07/06/22	07/19/22																											
09CX01160	Fire Sprinkler Test & Certification (All Areas First Floor)	8	8	8	07/19/22	07/28/22																											
09CX01260	Systems Check (All Areas First Floor)	2	2	2	11/21/22	11/22/22																											
09CX01360	Fire Alarm Test (All Areas First Floor)	3	3	3	11/21/22	11/23/22																											
09CX01350	Controls Point-to-Point Testing (All Areas First Floor)	10	10	10	12/13/22	12/27/22																											
09CX01010	Test and Balance HVAC Systems (All Areas First Floor)	10	10	10	12/28/22	01/11/23																											
Closeout																																	
09CO01010	Pre Clean and Construction Punch List (All Areas First Floor)	10	10	10	01/04/23	01/17/23																											
09CO01020	**Level One Complete**	0	0	0		01/17/23																											
09CO01030	Owner / Arch Punch List (Lvl 1)	5	5	5	01/18/23	01/24/23																											
09CO01040	Final Clean (All Areas First Floor)	5	5	5	01/25/23	01/31/23																											
Level 2																																	
Area A																																	
09IF02A140	Insulate/Close Walls (Area A2)	10	10	10	05/05/22	05/18/22																											
09IF02A150	Tape, Bed & Prime Drywall Walls (Area A2)	3	3	3	05/19/22	05/23/22																											
09IR02A120	Install Mechanical Grilles @ Grid (Area A2)	1	1	1	05/26/22	05/26/22																											
09IR02A310	Install Thermostat & Trimout (Area A2)	1	1	1	05/26/22	05/26/22																											
09IR02A160	Install Sprinkler Heads (Area A2)	1	1	1	05/31/22	05/31/22																											
09IF02A160	Close Hard Ceilings, Furr Downs (Area A2)	5	5	5	07/29/22	08/04/22																											
09IF02A170	Tape, Bed & Prime Drywall Ceiling, Furr Downs (Area A2)	4	4	4	08/05/22	08/10/22																											
09IF02A190	Install Floorings (Area A2)	3	3	3	08/10/22	08/12/22																											
09IR02A121	Install Mechanical Grilles @ Hard Ceilings (Area A2)	1	1	1	08/11/22	08/11/22																											

Schedule

ID	Description	Original Duration	Remaining Duration	Dur @ Completion	Start	Finish
Area C						
9IF1A560	Insulate/Close Walls (Area C2)	7	7	7	05/24/22	06/02/22
9IF2A340	Tape, Bed & Prime Drywall Walls (Area C2)	3	3	3	06/03/22	06/07/22
9IF1A590	Install Floorings (Area C2)	2	2	2	06/08/22	06/09/22
9IR2A470	Install Electrical and Fire Alarm Fixtures & Trimout (Area C2)	2	2	2	06/08/22	06/09/22
9IR2A430	Install Mechanical Grilles @ Grid (Area C2)	1	1	1	06/09/22	06/09/22
9IR2A440	Install Sprinkler Heads (Area C2)	1	1	1	06/09/22	06/09/22
9IR2A450	Install Thermostat & Trimout (Area C2)	1	1	1	06/09/22	06/09/22
9IF2A360	Install Ceiling Tile (Area C2)	5	5	5	06/10/22	06/16/22
9IF1A610	Install Doors & Hardware (Area C2)	10	10	10	06/10/22	06/23/22
9IR2A480	Install Low Voltage & AV System Devises & Trimout (Area C2)	2	2	2	06/15/22	06/16/22
9IF1A600	Final Paints & Wallcoverings (Area C2)	2	2	2	06/17/22	06/20/22
Restrooms						
9RR2A170	Insulate/Close Walls @ Restroom Walls (Area B2)	5	5	5	05/25/22	06/01/22
09RR2A150	Tape, Bed & Prime Drywall Ceiling, Furr Downs in the RR (Area B2)	5	5	5	05/31/22	06/06/22
09RR2A410	Install Ceramic Restroom Tile (Area B2)	5	5	5	06/07/22	06/13/22
9RR1A510	Install Restroom Counters (Area B2)	1	1	1	06/14/22	06/14/22
9RR1A520	Install RR Plumbing Fixtures & Trimout (Area B2)	5	5	5	06/15/22	06/21/22
9RR1A530	Install Toilet Partitions (Area B2)	2	2	2	06/22/22	06/23/22
9RR1A540	Install Toilet Accessories (Area B2)	1	1	1	06/24/22	06/24/22
Commissioning						
09CX02120	Initial Test & Balance (All Areas Second Floor)	10	10	10	06/20/22	07/01/22
09CX02160	Fire Sprinkler Test & Certification (All Areas Second Floor)	8	8	8	07/19/22	07/28/22
09CX02260	Systems Check (All Areas Second Floor)	2	2	2	11/02/22	11/03/22
09CX02360	Fire Alarm Test (All Areas Second Floor)	3	3	3	11/02/22	11/04/22
09CX02350	Controls Point-to-Point Testing (All Areas Second Floor)	10	10	10	12/13/22	12/27/22
09CX02010	Test and Balance HVAC Systems (All Areas Second Floor)	10	10	10	12/28/22	01/11/23
Closeout						
09CO02010	Pre Clean and Construction Punch List (All Areas Second Floor)	10	10	10	11/14/22	11/29/22
09CO02020	"Level Two Complete"	0	0	0		01/11/23
09CO02030	Owner / Arch Punch List (Lvl 2)	5	5	5	01/12/23	01/18/23
09CO02040	Final Clean (All Areas Second Floor)	5	5	5	01/12/23	01/18/23
Operating Systems						
09OS4010	Install Main Switch Gear	8	8	8	05/20/22	06/01/22
09OS2010	Install Heating Water Pumps	10	10	10	05/20/22	06/03/22
09OS3010	Install Boilers	10	10	10	06/06/22	06/17/22
09OS1010	Install Roof Top Air Handlers	5	5	5	06/24/22	06/30/22
09OS4020	Install Emergency Generator & ATS	5	5	5	06/30/22	07/07/22
09OS1020	Install Roof Top Exhaust Fans	3	3	3	07/01/22	07/06/22
09OS2020	Install Roof Top Piping	5	5	5	07/07/22	07/13/22
09OS3020	Turn On Natural Gas	5	5	5	07/14/22	07/20/22
09OS8010	Install IT Backbone Riser	30	30	30	09/30/22	11/10/22
09OS8020	Install Building Management System	20	20	20	11/11/22	12/12/22
Site Improvements						
503SI60	Flatwork (South Elevation/Area A, B & E)	8	8	8	09/30/22	10/11/22
09SI0010	Site Improvements	53	53	53	09/30/22	12/15/22
503SI30	Flatwork (West Elevation/Area B & C)	5	5	5	10/12/22	10/18/22
503SI37	Irrigation and Fine Grading (South Elevation/Area A, B & E)	15	15	15	10/12/22	11/01/22
9SI20	Flatwork (North Elevation/Area C & D)	15	15	15	10/19/22	11/08/22
503SI38	Irrigation and Fine Grading (West Elevation/Area B & C)	5	5	5	11/02/22	11/08/22
503SI45	Install Bedding Plants, Trees and Site Decor (South Elevation/Area A, B & E)	10	10	10	11/02/22	11/15/22
503SI35	Flatwork (East Elevation/Area D & E)	5	5	5	11/09/22	11/15/22
503SI39	Irrigation and Fine Grading (North Elevation/Area C & D)	10	10	10	11/09/22	11/22/22
503SI42	Install Bedding Plants, Trees and Site Decor (West Elevation/Area B & C)	5	5	5	11/16/22	11/22/22
503SI50	Irrigation and Fine Grading (East Elevation/Area D & E)	5	5	5	11/23/22	12/01/22
503SI41	Install Bedding Plants, Trees and Site Decor (North Elevation/Area C & D)	10	10	10	11/23/22	12/08/22

Schedule

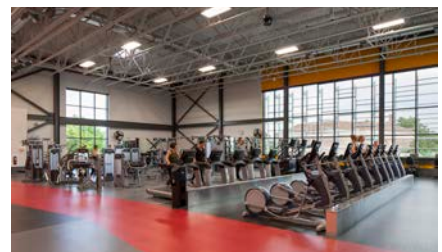
ID	Description	Original Duration	Remaining Duration	Dur @ Completion	Start	Finish	2021												2022												2023																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																												
							Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																										
09CX3030	Flush and Disinfect Domestic Water	5	5	5	08/04/22	08/10/22																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					

Key Personnel



Carla Madison Recreation Center | Denver, CO | New Construction | \$33,779,725

LEED Gold



Key Personnel

Submit resumes and current workload (i.e. other projects on which the personnel are presently working or anticipate working during the period the Work is progressing) for the Project Manager, Project Engineer and Superintendent to be assigned to the Project.

Please reference all key personnel resumes on the following pages.

Current Workload		
Personnel	Current/Anticipated Project(s)	Availability
Stanley Morgan, Sr. Project Manager	Rockwall County Jail	Available
Matt Humphries, Sr. Superintendent	Available	Available
Buckley Huffman, Project Engineer	Midlothian ISD - Midlothian Heritage High School	Available
Cole Edwards, Assistant Superintendent	Available	Available

Garland Audubon Recreation Center | Garland, TX | Remodel/Renovation | \$4,500,000





24 YEARS OF
EXPERIENCE

Granger Hassmann

VP OF PRECONSTRUCTION & ESTIMATING

Granger leads the preconstruction and estimating departments including the development of preconstruction strategies on large, complex and high-risk projects while ensuring alignment with the client's strategic goals. He is responsible for developing an environment of accountability to ensure that the preconstruction department performs consistent with project planning, scope and budget. He maintains open lines of communication with the client throughout the project life cycle to maintain seamless communication and deliver a consistent message throughout the project.

EDUCATION

B.S., Business Administration,
Management,
Texas A&M University

REFERENCES

Kevin Mitchell
City of Grapevine
(817) 410-3347

John Gardiner
Billingsley Company
(214) 270-0950

Paul Jusselin
Pritchard Associates
(214) 849-0007

Phillip Sharp
KDC Real Estate Dev &
Investments
(214) 696-1700

Ross Rivers
VLK Architects
(817) 633-1600

RELEVANT PROJECT EXPERIENCE

Arlington ISD - Arts and Athletics Complex

Arlington, TX | \$83,778,509 | 195,511 sf | New Construction

Dallas Country Club Fitness Center

Dallas, TX | Cost Confidential | 77,000 sf | HVAC, New Construction, Remodel/Renovation, Site Work

The REC of Grapevine

Grapevine, TX | \$26,434,094 | 116,000 sf | Addition, Remodel/Renovation

Moody Family YMCA

Dallas, TX | \$24,819,462 | 58,000 sf | New Construction

Dallas Country Club Tennis Facility

Dallas, TX | Cost Confidential | 45,524 sf | HVAC, New Construction, Site Work

The Marq Southlake

Southlake, TX | \$12,941,944 | 105,200 sf | New Construction

Garland Audubon Recreation Center

Garland, TX | \$4,500,000 | 14,818 sf | MEP Upgrades, Addition, HVAC, Remodel/Renovation, Site Work

Cowtown Place Parking Garage

Fort Worth, TX | \$19,352,916 | 312,000 sf | New Construction

Town of Little Elm - City Facilities

Little Elm, TX | \$15,028,339 | 39,000 sf | New Construction

Preston Parking Garage

Dallas, TX | \$10,476,922 | 33,000 sf | HVAC, New Construction, Site Work

North Dallas Government Center

Dallas, TX | \$9,023,147 | 78,248 sf | Remodel/Renovation

North Dallas Government Center COVID Modifications

Dallas, TX | \$4,395,869 | 78,000 sf | HVAC, Remodel/Renovation, Site Work

Frisco Aquatics Swim Center

Frisco, TX | \$4,097,933 | 29,430 sf | New Construction



15 YEARS OF
EXPERIENCE

Clif will understand the detailed costs it takes to build your project. He will work with the Preconstruction Manager to develop effective subcontractor scopes of work and contracts, as well as the Superintendent to recommend effective and feasible cost options. His responsibilities will include: Work to ensure that your goals are met while maintaining your budget, Perform estimating, scheduling and value engineering during preconstruction, Confirm that the scope of all subcontractor bid packages is properly defined, and Provide necessary cost estimating and control assistance as the project moves through construction.

Clif Eddington

SENIOR PRECONSTRUCTION MANAGER

EDUCATION

B.S., Construction Engineering
Technology,
Texas Tech University

TRAINING

CPR, First Aid, AED
OSHA 30

REFERENCES

Zach Edwards
Gensler
(214) 273-1638

Angela Robinson
Corgan Associates, Inc.
(214) 642-7320

Scott Thompson
Powers Brown Architecture
(773) 569-6756

RELEVANT PROJECT EXPERIENCE

Midlothian ISD - Midlothian Heritage High School

Midlothian, TX | \$53,033,000 | 183,000 sf | MEP Upgrades, Addition, HVAC, Move Management, New Construction, Remodel/Renovation, Site Work

Potter County District Court Building

Amarillo, TX | \$51,175,980 | 158,000 sf | HVAC, Move Management, New Construction, Site Work

Cowboy Alley - The STAR

Frisco, TX | \$45,000,000 | 175,000 sf | New Construction

Birdville ISD - New Haltom Middle School

Haltom City, TX | \$48,739,796 | 181,858 sf | HVAC, New Construction, Site Work

Birdville ISD - New Richland Middle School

Richland Hills, TX | \$49,328,204 | 174,142 sf | HVAC, New Construction, Site Work

Alpha West

Farmers Branch, TX | \$32,000,000 | 800,000 sf | 7-story Office Building | 7-story Parking Garage
Multi-level Shopping Center | New Construction

High Point Shopping Center

Dallas, TX | \$25,000,000 | 170,000 sf | New Construction | Tilt-Wall

City of Pearland Public Safety

Pearland, TX | \$20,500,000 | 79,000 sf | New Construction

Brazoria County Adult Center

Brazoria, TX | \$6,340,000 | 71,000 sf | New Construction/Renovation

Cinemark Takeovers

El Paso, TX | \$5,000,000 | 74,000 sf | Renovation

YMCA Northwest Additions and Renovations

Houston, TX | \$1,950,000 | 9,430 sf | New Construction/Renovation

Hilton Anatole Nana Grill Restaurant Renovation

Dallas, TX | \$1,760,000 | 16,650 sf | Renovation

Westover Retail J

San Antonio, TX | \$1,600,000 | 12,500 sf | New Construction

Lincoln Centre Café Renovation

Dallas, TX | \$650,000 | 8,000 sf | Tenant Improvement



**13 YEARS OF
EXPERIENCE**

Jason will understand the detailed costs it takes to build your project. He will work with the Preconstruction Manager to develop effective subcontractor scopes of work and contracts, as well as the Superintendent to recommend effective and feasible cost options. His responsibilities will include: Work to ensure that your goals are met while maintaining your budget, Perform estimating, scheduling and value engineering during preconstruction, Confirm that the scope of all subcontractor bid packages is properly defined, and Provide necessary cost estimating and control assistance as the project moves through construction.

Jason Jones

SENIOR PRECONSTRUCTION MANAGER

EDUCATION

B.S., Construction Engineering
Technology,
University of North Texas

TRAINING

Confined Space
CPR, First Aid, AED
IIF Training
LEED AP
OSHA 30
Silica Awareness

REFERENCES

Rod Vilhauer
Vilhauer Enterprises
(214) 505-1195

John Gardiner
Billingsley Company
(214) 270-0950

Kyle Nix
Pritchard Associates
(214) 849-0011

RELEVANT PROJECT EXPERIENCE

Arlington ISD - Arts and Athletics Complex

Arlington, TX | \$83,778,509 | 195,511 sf | New Construction

The REC of Grapevine

Grapevine, TX | \$26,434,094 | 116,000 sf | Addition, Remodel/Renovation

Moody Family YMCA

Dallas, TX | \$24,819,462 | 58,000 sf | New Construction

Dallas Country Club Tennis Facility

Dallas, TX | Cost Confidential | 45,524 sf | HVAC, New Construction, Site Work

Dallas Country Club Fitness Center

Dallas, TX | Cost Confidential | 77,000 sf | HVAC, New Construction, Remodel/Renovation, Site Work

The Marq Southlake

Southlake, TX | \$12,941,944 | 105,200 sf | New Construction

North Dallas Government Center

Dallas, TX | \$9,023,147 | 78,248 sf | Remodel/Renovation

American Airlines Credit Union

Fort Worth, TX | Cost Confidential | 164,200 sf | New Construction

Midlothian ISD - Midlothian Heritage High School

Midlothian, TX | \$53,033,000 | 183,000 sf | MEP Upgrades, Addition, HVAC, Move Management, New Construction, Remodel/Renovation, Site Work



**23 YEARS OF
EXPERIENCE**

Zack Rogers

VP/PROJECT EXECUTIVE

Zack brings executive-level management to your project and provides overall support for the project team. As Vice President/Project Executive, he is responsible for strategic planning and leadership for the region, risk management and operational decisions. He will work with the regional leadership team to develop and implement strategy, develop business plans, and drive business results. Additionally, Zack will be deeply rooted in ensuring satisfaction for all stakeholders and confirming success at every phase of your project. His responsibilities will include: Providing leadership and a principal-level of commitment to your project, ensuring that the resources necessary to meet your expectations are provided, closely monitoring the preconstruction, construction and close-out phase of your project.

EDUCATION

B.A., Marketing and Real Estate,
Baylor University

TRAINING

Confined Space
CPR, First Aid, AED
IIF Training
OSHA 30
Silica Awareness

REFERENCES

John Bunten
Provident Realty Advisors
(214) 212-2043

Michael Parkos
Arlington Independent School
District
(972) 837-9459

Tommy Osborne
Northwest Independent School
District
(817) 215-0992

RELEVANT PROJECT EXPERIENCE

Arlington ISD - Arts and Athletics Complex

Arlington, TX | \$83,778,509 | 195,511 sf | New Construction

Moody Family YMCA

Dallas, TX | \$24,819,462 | 58,000 sf | New Construction

Dallas Country Club Fitness Center

Dallas, TX | Cost Confidential | 77,000 sf | HVAC, New Construction, Remodel/Renovation, Site Work

Dallas Country Club Tennis Facility

Dallas, TX | Cost Confidential | 45,524 sf | HVAC, New Construction, Site Work

Dallas Athletic Club

Dallas, TX | \$2,900,000 | 30,000 sf | Renovation/Addition

Baylor Scott & White Sports Medicine Building

Waco, TX | \$34,121,902 | 110,000 sf | New Construction, Site Work, Recreation Lease Space

Preston Parking Garage

Dallas, TX | \$10,476,922 | 33,000 sf | HVAC, New Construction, Site Work

Midlothian ISD - Midlothian Heritage High School

Midlothian, TX | \$53,033,000 | 183,000 sf | MEP Upgrades, Addition, HVAC, Move Management, New Construction, Remodel/Renovation, Site Work

Birdville ISD - New Richland Middle School

Richland Hills, TX | \$49,328,204 | 174,142 sf | HVAC, New Construction, Site Work

Birdville ISD - New Haltom Middle School

Haltom City, TX | \$48,739,796 | 181,858 sf | HVAC, New Construction, Site Work

Fort Worth ISD - Benbrook Middle-High School

Benbrook, TX | \$15,688,915 | 37,623 sf | MEP Upgrades, Addition, HVAC, Move Management, New Construction, Remodel/Renovation, Site Work



**30 YEARS OF
EXPERIENCE**

Stanley Morgan

SENIOR PROJECT MANAGER

Stanley will lead daily activities required to ensure the effective application of our knowledge and resources during the preconstruction phase, followed by the accurate in-field execution of contract documents from groundbreaking to opening on this important project. Along with the Superintendent, he will lead the construction team and maintain regular communication with the owner and design team. His responsibilities will include: Understanding the financial goals for your project to control subcontracts and budgets, Overseeing trade contractors and supplier coordination, Participating in the preparation of bid packages and defining the scope of work, Ensuring the resources necessary to meet your expectations are provided, and Working closely with you and the project team while ensuring that the daily performance is meeting the overall goals of the project.

EDUCATION

B.S., Construction Science,
Texas A&M University

TRAINING

Confined Space
CPR, First Aid, AED
IIF Training
OSHA 30
OSHA 500
Silica Awareness

REFERENCES

Michael Parkos
Arlington Independent School
District
(972) 837-9459

Dennis Bailey
Rockwall County
(214) 794-4076

Jim Stephens
VLK Architects
(817) 633-9620

RELEVANT PROJECT EXPERIENCE

Arlington ISD - Arts and Athletics Complex

Arlington, TX | \$83,778,509 | 195,511 sf | New Construction

Rockwall County Jail

Rockwall, TX | \$44,098,343 | 82,943 sf | MEP Upgrades, Addition, HVAC, New Construction, Remodel/Renovation, Site Work

North Crowley High School & Fine Arts Facility

Fort Worth, TX | \$39,000,000 | 325,000 sf | New Construction

Park Cities Presbyterian Church

Dallas, TX | \$34,494,042 | 134,000 sf | Addition, Historical Renovation/Preservation, New Construction, Site Work

Arlington ISD - Arlington High School

Arlington, TX | \$10,813,869 | 530,000 sf | Remodel/Renovation, Site Work

Waxahachie Fine Arts Center

Waxahachie, | \$7,500,000 | 35,000 sf | 1,000 Seat Auditorium | New Construction

Garland ISD Bid Package 3.3 - Hudson Middle School

Sachse, TX | \$6,785,573 | 133,976 sf | MEP Upgrades, Addition, HVAC, Remodel/Renovation, Site Work

Arlington ISD - Bowie High School

Arlington, TX | \$6,117,549 | 660,302 sf | MEP Upgrades, HVAC, Move Management, Remodel/Renovation, Site Work

Arlington ISD - South Davis Elementary School

Arlington, TX | \$3,420,678 | 98,000 sf | Remodel/Renovation, Site Work

Arlington ISD - Morton Elementary School

Arlington, TX | \$3,196,320 | 95,000 sf | Remodel/Renovation, Site Work

Arlington - ISD Ashworth Elementary

Arlington, TX | \$1,687,180 | 72,504 sf | MEP Upgrades, HVAC, Move Management, Remodel/Renovation, Site Work



**25 YEARS OF
EXPERIENCE**

Matt Humphries

SENIOR SUPERINTENDENT

Matt will be the leader and main point of contact for field management. He will work directly with the project team to ensure quality construction, diligent schedule management and subcontractor coordination and control. His responsibilities will include: Supervising physical construction in strict accordance with the contract documents, Verifying necessary compliance with all trades, Maintaining and planning of reports, Scheduling and managing work-arounds, shutdowns and tie-ins, Enforcement of safety and quality-control policies, Senior-level direction and day-to-day coordination of trade contractors, Ensuring high-quality work that meets the approved project schedule.

EDUCATION

B.S., Environmental and
Construction Science,
University of Oklahoma

TRAINING

AGC STP Training Program
CPR, First Aid, AED
Crane Safety for Supervisors
Excavation Training
OSHA 30
Scaffolding Competent Person
Training
Silica Awareness

REFERENCES

Randy Grimes
National Archives and Records
Administration
(501) 743-9307

Michael Parkos
Arlington Independent School
District
(972) 837-9459

Tommy Osborne
Northwest Independent School
District
(817) 215-0992

RELEVANT PROJECT EXPERIENCE

Arlington ISD - Arts and Athletics Complex

Arlington, TX | \$83,778,509 | 195,511 sf | New Construction

George W. Bush Presidential Center

Dallas, TX | \$300,000,000 | 226,000 sf | New Construction

Saint Ann Court

Dallas, TX | \$52,000,000 | 623,694 sf | New Construction

Dallas ISD - W. H. Adamson High School

Dallas, TX | \$40,900,000 | 229,000 sf | Baseball/ Softball Complex, Tennis Courts,
Outdoor Basketball Courts, Soccer Field, Auditorium | New Construction

Northwest ISD - Haslet Elementary School

Haslet, TX | \$27,329,000 | 100,431 sf | HVAC, New Construction, Site Work

TCU Football End Zone

Fort Worth, TX | \$13,100,000 | 216,000 sf | Renovation/Addition

Northside ISD - John Marshall High School

San Antonio, TX | \$10,000,000 | 8,000 sf | Included an Auditorium | Addition

Garland ISD Bid Package 3.3 - Hudson Middle School

Sachse, TX | \$6,785,573 | 133,976 sf | MEP Upgrades, Addition, HVAC, Remodel/Renovation,
Site Work

USPI North Central Surgery Center

Dallas, TX | \$3,972,964 | 50,000 sf | Remodel/Renovation

Garland ISD Bid Package 3.3 - Luna Elementary School

Garland, TX | \$2,616,346 | 70,156 sf | MEP Upgrades, HVAC, Remodel/Renovation

North Park Heart and Vascular Center

Dallas, TX | \$2,307,164 | 7,200 sf | Tenant Improvement, MEP Upgrades, HVAC,
Remodel/Renovation

Garland ISD Bid Package 3.3 - Abbott Elementary School

Garland, TX | \$1,798,655 | 71,290 sf | MEP Upgrades, HVAC, Remodel/Renovation, Site Work



**12 YEARS OF
EXPERIENCE**

Buckley Huffman

PROJECT ENGINEER

As Project Engineer, Buckley is a key asset to project support. Buckley will be responsible for the daily organization and control of project elements to ensure that your project moves smoothly. Learning from the Project Manager, he will be a solid support to manage field operations with the Superintendent. He will be familiar with the project contracts, project plans and the owner's goals. His responsibilities will include; assisting the Project Manager through research and documentation of financial transactions and submittals, assisting the preconstruction effort through soft estimating and pricing exercises, and assisting the Superintendent by managing day-to-day operations flow.

TRAINING

Confined Space
OSHA 30
Silica Awareness

REFERENCES

Michael Parkos
Arlington Independent School
District
(972) 837-9459

Taylor Ricks
Divine Design & Construction
(208) 715-0959

Rick Hart
Newland Interiors
(417) 861-0652

Tabitha Horton
Nudge Realty
(801) 669-4857

RELEVANT PROJECT EXPERIENCE

Arlington ISD - Arts and Athletics Complex

Arlington, TX | \$83,778,509 | 195,511 sf | New Construction

Midlothian ISD - Midlothian Heritage High School

Midlothian, TX | \$53,033,000 | 183,000 sf | MEP Upgrades, Addition, HVAC, Move Management, New Construction, Remodel/Renovation, Site Work

Harwood No.10

Dallas, TX | \$41,000,000 | 385,000 sf | New Construction

The Condado Plaza Hilton

San Juan, PR | \$14,000,000 | 35,000 sf | Remodel

The Four Seasons

Irving, TX | \$5,500,000 | 30,000 sf | Remodel

Funk Studios

Salt Lake City, UT | \$3,400,000 | 7,500 sf | New Construction

Marriott Hotel

Irvine, CA | \$3,000,000 | 35,000 sf | Remodel

Double Tree Hotel

Denver, CO | \$2,700,000 | 165,000 sf | Remodel

Hotel Del Coronado

San Diego, CA | \$1,800,000 | 40,000 sf | Indoor Office Spaces, Ballroom, Crown Room, Corridors, and Lobby | Tenant Improvement

Marriott Hotel

Oakland, CA | \$1,800,000 | 20,000 sf | Remodel



**2 YEARS OF
EXPERIENCE**

Cole will work under the Superintendent, supporting the scheduling and construction goals of your project. He will assist in managing personnel, materials and allocation of the project budget in keeping with the larger objectives of your project. He will maintain regular, daily communication with the overall AP team and serve as an on-site resource to the client and design team on a continual basis. His responsibilities will include: Coordinating subcontractor oversight including scheduling and materials delivery by preparing, managing and updating the detailed project schedule, Responding timely to purchase requests, change orders and architectural supplemental instruction, Participating in OAC meetings and leading regular on-site safety meetings, and Establishing and managing the close-out process with the project manager as the project reaches completion.

Cole Edwards

ASSISTANT SUPERINTENDENT

EDUCATION

B.S., Architectural Engineering,
Oklahoma State University

TRAINING

EIT Certification

REFERENCES

Michael Parkos
Arlington Independent School
District
(972) 837-9459

Robby Vogel
Stantec
(214) 473-2606

Scott Dunning
HKS Architects
(214) 969-5599

RELEVANT PROJECT EXPERIENCE

Arlington ISD - Arts and Athletics Complex

Arlington, TX | \$83,778,509 | 195,511 sf | New Construction

Ability to Accomodate Current Workload



Johnstown Recreation Center | Johnstown, CO | New Construction | \$28,848,238



Ability to Accomodate Current Workload

Provide a list of projects completed in the past year by the company office that will be tasked with handling the construction of the Project.

Project Name	Basic Project Type	Final Construction Price	Completed
Park Cities Presbyterian Church	67,000-sf expansion and 66,982-sf renovation to existing church space	\$34,291,684	3/10/2021
Arlington ISD - Arts and Athletics Complex	New Center for Visual and Performing Arts and Athletics Complex	\$83,778,509	1/14/2021
University of Texas at Austin - Brackenridge Apartments	Renovation of five apartment buildings that contain 22 unique apartments	\$1,956,067	3/1/2021
Raytheon Pecan Lab	Design/build project that including 2,400-sf finish-out of new lab space	\$475,368	11/13/2020
Dallas Country Club Tennis Facility	New construction of four interior tennis courts and four exterior tennis courts at roof level	Cost Confidential	10/16/2020
Knox Park	Complete renovation of the building skin including interior demolition	\$904,801	9/1/2020
Southwest Transplant Alliance	New 77,000-sf medical/office building and parking garage	\$27,508,722	8/28/2020
St. Monica Catholic School Renovation	School renovation, including interior renovation of corridors, restrooms and 36 classrooms	\$3,655,650	8/17/2020
Northwest ISD - Haslet Elementary School	New construction of a replacement school for Northwest ISD	\$27,329,000	7/15/2020
Vistaprint	Tenant improvements within an existing 200,000-sf warehouse	\$3,130,306	6/30/2020
International Business Park 17	New 4-story, core/shell office building	\$22,946,851	6/18/2020
SRS Distribution	Ground-up, 100,000-sf, four story commercial office building	\$24,929,773	6/10/2020
Garland ISD - Garland High School Renovation and Addition	Renovations and additions to high-school campus	\$17,545,000	5/8/2020
American Airlines Credit Union	164,200-sf ground-up office building with full interior finish-out and surface parking	Cost Confidential	4/17/2020
Garland ISD Bid Package 3.3 - Hudson Middle School	Multi-campus addition and renovation project	\$6,878,969	3/11/2020
TD Ameritrade Data Center Renovation	14,000-sf of interior office space and the build-out of a 10,000-sf data hall	\$12,556,294	1/16/2020

Provide sum of the total volume of work in construction dollars performed during the past year by the proposer.

Regional: \$565M

National: \$2.33B

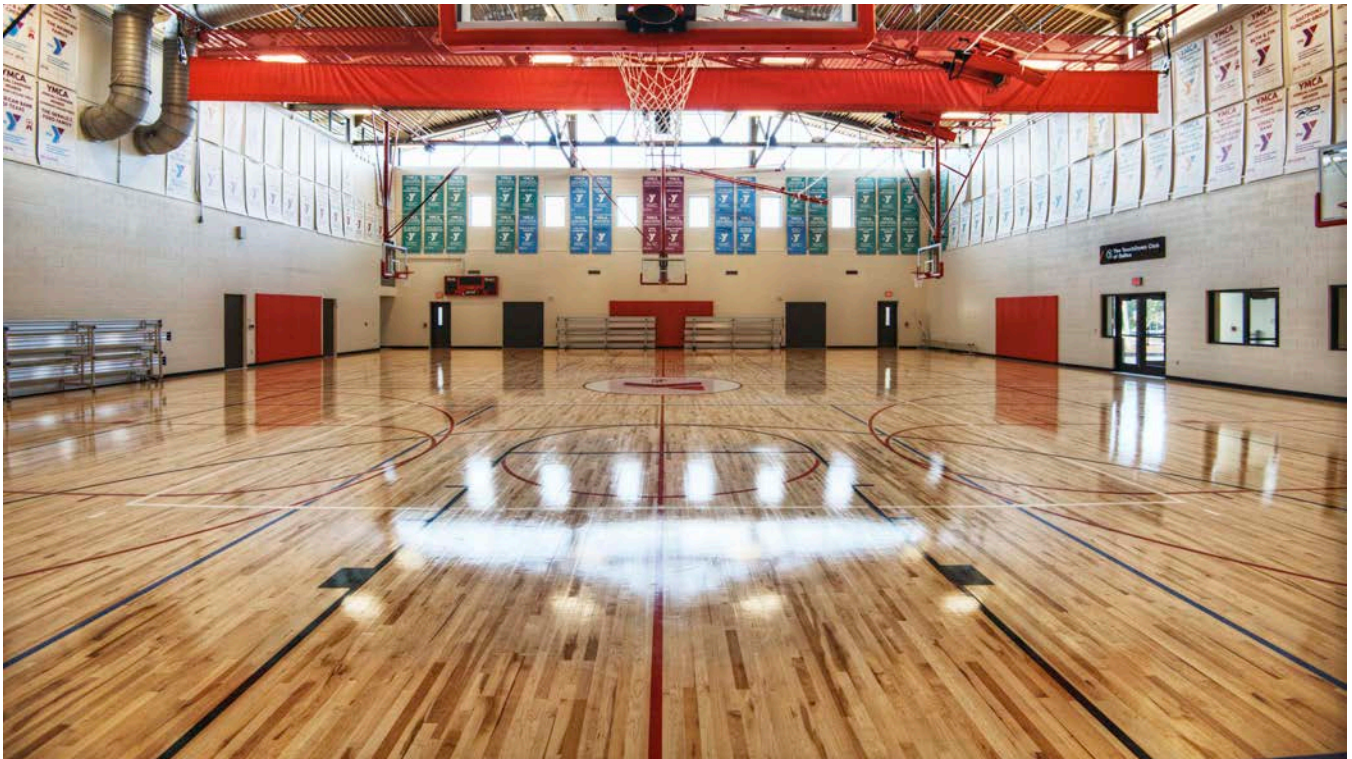
Provide the total volume of work in construction dollars currently under contract for the company office that will be tasked with handling the construction of the Project.

\$521.5M

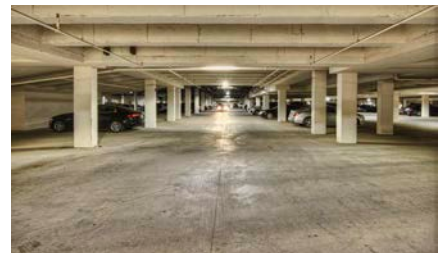
Proposers to submit an explanation of the relationship between current workload and past workload.

Including this project, AP's value of bonded projects will be approximately \$428,000,000 with an available capacity of \$572,000,000. Considering AP's current work load and our capacity, AP is more than capable of completing this project for the City of Allen.

Required Forms



Moddy Family YMCA | Dallas, TX | New Construction | \$24,819,462





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Ohio Casualty Insurance Company INSURER C: Berkley Assurance Company INSURER D: INSURER E: INSURER F:	
INSURED AP Gulf States, Inc. 1600 N. Collins Blvd., #2000 Richardson, TX 75080	NAIC # 23035 24074 39462	

COVERAGES	CERTIFICATE NUMBER: W20706543	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			EB2-641-445189-021	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY			AS2-641-445189-011	03/01/2021	03/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EUO(22)58370235	03/01/2021	03/01/2022	EACH OCCURRENCE \$ 3,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 3,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA2-64D-445189-061	03/01/2021	03/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor's Professional Liability (Claims Made)			PCADB-5013909-0321	03/01/2021	03/01/2022	Per Claim Limit \$1,000,000 Aggregate Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 FOR INFORMATION ONLY - Stephen G. Terrell Recreation Center pursuit.

CERTIFICATE HOLDER

City of Allen
 305 Century Parkway
 Allen, TX 75013

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephen G. Terrell

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 20999130

BATCH: 2064285

EXHIBIT 2

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

AP Gulf States, Inc. d.b.a. Adolfson & Peterson Construction

Name of Contractor

By: Granger Hassmann

Signature

Granger Hassmann

(Print Name)

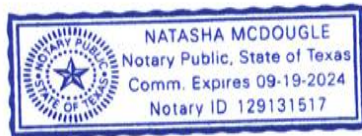
VP of Preconstruction & Estimating

(Title)

STATE OF TEXAS §

COUNTY OF Dallas §

SUBSCRIBED AND SWORN TO before me this 30 day of April 2021



Natasha McDougle
Notary Public, State of Texas

EXHIBIT 4

BIDDERS QUALIFICATION STATEMENT

Project: Bid No. 2021-12-31

Contractor: AP Gulf States, Inc. d.b.a Adolfson & Peterson Construction

Indicate One: ☐ Sole Proprietor ☐ Partnership ☒ Corporation

Name: Granger Hasssmann Partner: _____

Title: VP of Preconstruction & Estimating Title: _____

Address: 1600 North Collins Blvd Suite 2000 Address: _____

City: Richardson City: _____

State & Zip: TX, 75080 State & Zip: _____

Phone: (972) 387-1700 Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. February 2, 2009

Location of Principal Office: Richardson, Texas

Contact and Phone at Principal Office: Granger Hassmann - (972) 387-1700

Liability Insurance Provider and Limits of Coverage: Willis Towers Watson Midwest, Inc. - See application for limits.

Workers compensation Insurance Provider: Willis Towers Watson Midwest, Inc..

Address: c/o 26 Century Blvd., P.O. Box 305191, Nashville, TN 372305191

Contact and Phone: 1(877) 945-7378

Number of Years in Business as a Contractor on Above Types of Work:

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? No

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? No

Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years?

At any given time, AP may have outstanding issues arising out of the normal business practices of general contracting, but none that would affect the performance of AP under any contract with the City of Allen on this project, or would have a material financial impact on the company.

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? No

Required Forms

List your most current agreements/contracts, with information, like the type of work bid.
(Use Additional Sheets if Necessary)

Project: Northside ISD - Coke R. Stevenson MS Athletic Upgrades

Project Description: Replacement of campus's existing athletic building, including two gyms and two locker rooms. Bid work includes: Site work, concrete, masonry, steel, wood, waterproofing, roofing, metal panels, doors, glass, all finishes, all specialties, all equipment, all furnishings, elevators, plumbing, fire sprinklers, hvac, electrical, technology.

Owner/Agency: Northside ISD

Contact Person: James Evans, PMP Contract Price: \$8,318,000

Phone: (210) 397-1221 Email james.evans@nisd.net

Project: VariSpace Coppell

Project Description: 180,000-sf tilt wall building located on a 10-acre site with surface parking in Coppell. Bid work includes: Site work, concrete, masonry, steel, wood, waterproofing, roofing, metal panels, doors, glass, all finishes, all specialties, all equipment, all furnishings, elevators, plumbing, fire sprinklers, hvac, electrical, technology.

Owner/Agency: Vari

Contact Person: Scott Cherry Contract Price: \$36,000,000

Phone: (214) 415-2409 Email r.scott.cherry@gmail.com

Project: Potter County District Court Building

Project Description: A 5-story, 158,000-sf courthouse building with detention areas. Bid work includes: Site work, concrete, masonry, steel, wood, waterproofing, roofing, metal panels, doors, glass, all finishes, all specialties, all equipment, all furnishings, elevators, plumbing, fire sprinklers, hvac, electrical, technology.

Owner/Agency: Potter County

Contact Person: Nicholas Wade Contract Price: \$51,175,980

Phone: (806) 349-4952 Email nicholaswade@co.potter.tx.us

Bank References (List Institution, Address, Contact Person, and Phone):

Robert C. Bridgman - (312) 904-7281

Bank of America

135 South LaSalle, Chicago, IL 60603

EXHIBIT 5
SUPPLEMENTAL INFORMATION

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	_____ Yes	<u>X</u> No?
	2.	General Partnership	_____ Yes	<u>X</u> No
	3.	Limited Partnership	_____ Yes	<u>X</u> No
	4.	Corporation	<u>X</u> Yes	_____ No
	5.	Other	_____ Yes	<u>X</u> No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

AP Gulf States, Inc., d.b.a. Adolfson & Peterson Construction

1600 North Collins Blvd., Suite 2000, Richardson, TX 75080 - Dallas County

Jeff Hansen (CEO), Brenna Mann (EVP), Granger Hassmann (VP), Terry Loreth (VP)

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Is the company a minority, or woman owned business enterprise?

X No _____ Yes if yes, specify _____ MBE _____ WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

X No _____ Yes

If yes, specify the governmental agency: _____

Date of certification: _____

Required Forms

BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY: AP Gulf States, Inc. d.b.a. Adolfson & Peterson Construction

(OFFICIAL Firm Name)

By:

Granger Hassmann

(Original Signature) **Must be signed to be considered responsive**

Granger Hassmann

(Typed or Printed Name)

VP of Preconstruction and Estimating
(Title)

4/30/2021
(Date)

Address: 1600 North Collins Blvd., Suite 2000		
City Richardson	State TX	Zip Code 75080
Phone # (972) 387-1700	Fax #: (972) 387-1087	
E-Mail Address ghassmann@a-p.com		

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

- | | |
|----------------------------------|-------------------|
| 1) <u>Addendum 1 - 4/9/2021</u> | date acknowledged |
| 2) <u>Addendum 2 - 4/15/2021</u> | date acknowledged |
| 3) <u>Addendum 3 - 4/22/2021</u> | date acknowledged |
| <u>Addendum 4 - 4/27/2021</u> | |
| <u>Addendum 5 - 4/27/2021</u> | |

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

AP Gulf States, Inc. dba
Adolfson & Peterson Construction
1600 N Collins Blvd., Suite 2000
Richardson, TX 75080

SURETY:

(Name, legal status and principal place of business)

Continental Casualty Company
151 N. Franklin Street
Chicago, IL 60606

Mailing Address for Notices

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.

OWNER:

(Name, legal status and address)

City of Allen
305 Century Parkway
Allen, TX 75013

BOND AMOUNT: Five Percent of the Amount Bid (5%)

PROJECT:

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

Solicitation #2021-12-31; Stephen G. Terrell Recreation Center

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 30th day of April, 2021.


(Witness)


(Witness)

AP Gulf States, Inc. dba Adolfson & Peterson Construction
(Principal) (Seal)


(Title)

Continental Casualty Company
(Surety) (Seal)


(Title) Michelle Halter, Attorney-in-Fact

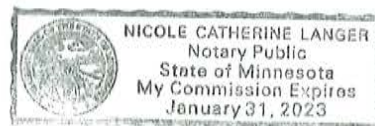
S-0054/AS 8/10

Surety Acknowledgment

State of Minnesota }
County of Hennepin } ss.

On this 30th day of April, 2021, before me personally came Michelle Halter, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Continental Casualty Company described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/she/his name to it by like order.


Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Laurie Pflug, Brian D. Carpenter, Jessica Hoff, Nicole Langer, Craig Olmstead, Trisha Kasper, Blake S. Bohlig, Heather R. Goedtel, Kelly Nicole Enghauser, Michelle Halter, Individually

of Bloomington, MN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of December, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of December, 2019, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr
J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 30th day of April, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective."

This Power of Attorney is signed by Paul T. Bruffat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."



**REQUEST FOR PROPOSAL
STEPHEN TERRELL RECREATION CENTER**

**SOLICITATION 2021-12-31
ADDENDUM 1**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

1. The City of Allen will remove Security: Surveillance and Door Security from the Request for Proposal. The City of Allen has a contracted vendor that will assume the responsibility to provide and install cameras and card key access in the Stephen Terrell Recreation Center and match existing equipment previously installed in other City facilities.
2. A DRAFT contract has been included for review. This template has been written by a City Attorney. It is our intent to support the language as written.

AN ACKNOWLEDGED RECEIPT OF THIS ADDENDUM IS REQUIRED TO BE CONSIDERED A RESPONSIVE PROPOSER. RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL

4/30/2021

Signature of Officer

Date



REQUEST FOR PROPOSAL
STEPHEN TERRELL RECREATION CENTER
SOLICITATION 2021-12-31
ADDENDUM 2
THURSDAY, APRIL 15, 2021

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

SPECIFICATION MODIFICATIONS

The City of Allen will remove the section on Fiber. For consistencies, the City will utilize a contract vendor to install fiber.

SEPARATE ATTACHMENTS TO THE RFP INCLUDE:

- 1. Clarifications and answers to questions received prior to the issuance of this addendum**
- 2. Bidder Form Revisions**
- 3. Scope Area Delineation Mark-up**
- 4. Pre-Proposal Attendance**

Signature of Officer

4/30/2021

Date

Please acknowledge receipt of all addendum to be considered a responsive bidder.

Thank you,
Debra Morris
dmorris@cityofallen.org



REQUEST FOR PROPOSAL
STEPHEN TERRELL RECREATION CENTER
SOLICITATION 2021-12-31
ADDENDUM 3
THURSDAY, APRIL 22, 2021

The following items take precedence over the initial Proposal specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Clarification on Issuance of Addenda

The purpose of Addenda is to provide additional information as we develop and modify specifications following the release of the Request for Proposal. The City of Allen has issued two addendums for this project:

Addendum 1 issued by the City of Allen on April 9, 2021. **Required to be signed and retuned with RFP submittal.**

Addendum 2 issued by the City of Allen on April 15, 2021. **Required to be signed and retuned with RFP submittal.**

Addendum 3 issued by the City of Allen on April 22, 2021. **Required to be signed and retuned with RFP submittal.**

The following additional details were included with the release of the proposal. This information will not require an acknowledgment and will not need to be returned with RFP submittal.

1. 21-0312 STRC Addendum #1 Narrative & Permit Response
2. 21-0322 STRC Addendum #2 Narrative & Comments to site grading, storm sewer, landscape storm sewer, and irrigation.
3. 21-0312 STRC Addendum #3 Narrative & Comments to the Procurement Process and Requirements including Insurance, retainage, bid bond, General Terms and Conditions and a Draft Standard Fixed Price Agreement.

All additional information is attached in the electronic bidding system lonwave.

Required Forms

1. Security Systems: Attached is the Division 08 door hardware schedule with the items that Allied Universal (contracted to the City) are providing, highlights green for access control and yellow for the monitored only doors.

Allied will provide any hardware on an access-controlled door that has a wire connected to it. This shall include the electrified locksets, wire transfer hinges, request to exits, power supplies and card readers. Any mechanical components not tied into the access control system shall be by the General Contractor.

2. Preliminary Plat: The plat included in this addendum is PRELIMINARY and provided solely for information purposes and to accommodate the bidding process. It is not/shall not be recorded as is nor relied upon as a final survey. The City anticipates the final plat to be approved in May.
3. There has been a request for information pertaining to an Emergency Responder Radio System. Since the need for such system is not known and will not be known until there is building enclosure, Bidders are to include an allowance of \$25,000.00 for such system in their Price for the Division 27 - Communications portion of the Work. Testing will be arranged for and paid by the City of Allen.
4. With respect to unit pricing for drilled piers dated 4/15, no unit prices have been included on the proposal form. Structural updated notes to address the pier questions are included in today's drawing ADD#3.
5. With respect to the response to utilize Weardeck reinforced composite lumber in lieu of Trex, the Trex decking is shown as part of the guardrail system above the gravity wall on sheet L409. Further, it appears it may be required above the North Plaza walls shown on L408 but we do not have enough information on the drawing to determine what is required. Please confirm the locations of the guardrails to receive the reinforced composite decking and advise if Weardeck is an acceptable product as well. Any necessary adjustments to Sheets L408 and L409 are now made and included in today's ADD #3. There was no submitted Substitution Request form or product data for Trex.

Clarification on Procurement Process

1. Prevailing Wage Scale (Attached)
https://ftp.dot.state.tx.us/pub/txdot-info/mnt/plans_specs/wage_rates/various.pdf
2. Insurance Requirements for Projects greater than \$8,000,000
Same as the amounts of the \$8 million.
 - Broad form CGL: \$2,000,000 each occurrence, \$4,000,000 general aggregate
 - Business Auto: \$1M per occurrence, \$2m aggregate
 - WC: Statutory Limits
 - Builders Risk: 100% of Construction Total
 - Blanket additional insured status with waiver of subrogation
 - 30-day notice of cancellation
3. Liquidated damages
\$1,000 per day

Required Forms

4. Are any hard copies required for any portion of the submittal, including forms, price form, and statement of qualifications? Or is everything to be submitted electronically only?

Electronic submission is encouraged. If you prefer to submit a paper response, follow directions provided in the RFP.

5. Will there be an FF&E bid package forthcoming for this facility?

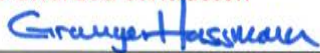
The purchase of Furniture, Fixtures and miscellaneous equipment will follow. A list of FF&E has not been finalized.

6. Schedule for Questions and Addendum

SUBMISSION OF WRITTEN QUESTIONS
ISSUANCE OF ADDENDA I
DEADLINE FOR WRITTEN QUESTIONS
ISSUANCE OF ADDENDA II

Tuesday - April 13, 2021 5:00 PM
Thursday - April 15, 2021 5:00 PM
Tuesday - April 20, 2021 5:00 PM
Thursday - April 22, 2021 5:00 PM

7. Contract Article 5.2.3 – The clause says contractor can bill up to 90% of a line item but know where specifically discusses retainage. Is this to imply there is 10% retainage on this project? Please confirm that for public work retainage should not exceed 5%.
Retainage will be held at 5%
8. The detailed schedule will take up a large portion of the allowed 15 pages—is it possible to exclude the detailed schedule from the page count?
Yes, within reason
9. I received add #2 and it still hasn't addressed the irrigation question I already submitted. The spray heads on the legend are called out as Rainbird RD 1806-S-P30 W/ Van nozzles or MPR nozzles. To clarify, 4" pop up height sprinklers are to be used for turf areas (1804's); 12" pop up height sprinklers are to be used for shrubs, groundcover, and annual beds (1812's).
10. Will this project be classified for E-Verify, please confirm? The City of Allen does not utilize E-Verify.
11. A Scanned copy of the bid bond is acceptable for the RFP submittal. The selected vendor will be required to provide the actual bond immediately upon request.
12. General Terms and Conditions apply to various projects issued by the City of Allen. The General Terms and Conditions may include instruction that may not apply to this specific project. Items 2.25 and 2.53 are not specific to this project.
13. Standard Fixed Price Agreement (Draft) has been provided and will be executed with the awarded contractor.



Signature of Officer

4/30/2021

Date

Please sign to acknowledge receipt of all addendum to be considered a responsive bidder. A copy of all addendum must be signed and returned with the bid submittal.

Thank you,
Debra Morris
dmorris@cityofallen.org



**REQUEST FOR PROPOSAL
STEPHEN TERRELL RECREATION CENTER**

**SOLICITATION 2021-12-31
ADDENDUM 4
Issued on Tuesday, April 27, 2021**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

AN ACKNOWLEDGED RECEIPT OF THIS ADDENDUM IS REQUIRED TO BE CONSIDERED A RESPONSIVE PROPOSER. RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL



Signature of Officer

4/30/2021

Date



**REQUEST FOR PROPOSAL
STEPHEN TERRELL RECREATION CENTER**

**SOLICITATION 2021-12-31
ADDENDUM 5
Issued on Tuesday, April 27, 2021**

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Added Alternates for final bid form:

Alternate #8: Environmental Graphics - (Sheet reference: A302, A303, A901, A911-A924) • Base Bid: Eliminate Environmental Graphics. • Alternate: Provide Environmental Graphics as shown in drawings.

Alternate #9: Metal Screens - (Sheet reference: A308) • Base Bid: Provide Standard pattern 50% Open Metal Mesh Screens. • Alternate: Provide Custom Metal Mesh Screens as shown in the drawings.

Alternate #10: Event Lawn - (Sheet reference: L000) • Base Bid: Eliminate the Event Lawn scope including permanent irrigation and hardscape scope from the building package. Provide seed and temporary irrigation. • Alternate: Provide Event Lawn scope as shown in drawings.

Alternate #11: Fire Pump (DEDUCT) - (Sheet reference: FP000, E001) Base Bid: Provide Fire Pump and Generator as shown on FP and E Drawings. Alternate Bid: Eliminate Fire Pump Equipment and Adjust Generator per FP and E Drawings.

AN ACKNOWLEDGED RECEIPT OF THIS ADDENDUM IS REQUIRED TO BE CONSIDERED A RESPONSIVE PROPOSER. RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR PROPOSAL



Signature of Officer

4/30/2021

Date

Required Forms

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<div style="border: 1px solid black; text-align: center; padding: 2px;">OFFICE USE ONLY</div> <div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="color: blue;">N/A</p>	<div style="border: 1px solid black; height: 100px; margin-top: 5px;"></div>	
<p>2</p> <p>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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <div style="margin-top: 20px;"> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No N/A </div> </div> <div style="margin-top: 20px;"> <p>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?</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No N/A </div> </div>		
<p>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.</p> <p style="color: blue;">No such relationship exists</p>		
<p>6</p> <div style="display: flex; align-items: center; margin-top: 5px;"> <input style="margin-right: 10px;" type="checkbox"/> <p>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).</p> </div>		
<p>7</p> <div style="display: flex; justify-content: space-between; align-items: center; margin-top: 20px;"> <div style="text-align: center;"> <div style="border-top: 1px solid black; width: 100%; margin-top: 5px;"></div> <p style="font-size: small;">Signature of vendor doing business with the governmental entity</p> </div> <div style="text-align: center;"> <p style="color: blue;">4/30/2021</p> <div style="border-top: 1px solid black; width: 100%; margin-top: 5px;"></div> <p style="font-size: small;">Date</p> </div> </div>		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

AP Gulf States, Inc. d.b.a. Adolfson & Peterson Construction
Richardson, TX United States

Certificate Number:

2021-745693

Date Filed:

04/30/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Allen

3	Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
---	---

2021-12-31

Stephen G. Terrell Recreation Center

[illegible]

5 Check only if there is NO Interested Party.

☒

6 UNSWORN DECLARATION

My name is Granger Hassmann, and my date of birth is 10/21/1973

My address is 1600 North Collins, Suite 2000, Richardson, TX, 75080, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 30 day of April, 2021
(month) (year)

Granger Hassmann
Signature of authorized agent of contracting business

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission

www.ethics.state.tx.us

Version V1.1.ceffd98a

SECTION V
CONSTRUCTION
PRICING FORM "A"
(REQUIRED PROPOSAL SUBMISSION FORM)
Request for Proposal – Solicitation # 2021-12-31

City of Allen
305 Century Parkway
Allen, Texas 75013

General Contractor: Adolfson & Peterson

The undersigned, having examined and familiarized themselves with the Contract Documents, the site of the proposed work, local conditions affecting the cost of the work, and the construction contract drawings and project manual, hereby proposes to furnish all labor, materials, equipment and services required for the work, all in accordance therewith.

BASE PROPOSAL: Total cost of materials, labor, equipment, and time for the CITY OF ALLEN STEPHEN G. TERRELL RECREATION CENTER PROJECT as specified herein. Scope Area Delineation graphic is referenced in the forms and is part of Addenda 2, April 15, 2021. NOTE: Trail Construction is to be priced separately; please see Pricing Form "B."

Base Proposal including labor, material, and equipment not identified as an "allowance" or "alternate", in Section detail as follows:

Division 01 – General Requirements:

Bonds/Insurance	\$ <u>1,074,058.73</u>
General Conditions	\$ <u>1,609,000.00</u>

Division 02 – Existing Conditions:

Materials	\$ <u>w/ Earthwork</u>
Labor	\$ <u>w/ Earthwork</u>

Division 03 – Concrete:

Materials	\$ <u>6,148,324.00</u>
Labor	\$ <u>2,870,040.39</u>

Division 04 – Masonry:

Materials	\$ <u>684,523.55</u>
Labor	\$ <u>317,660.36</u>

Division 05 – Metals:

Materials	\$ <u>4,621,898.01</u>
Labor	\$ <u>1,655,705.80</u>

Division 06 – Wood, Plastics and Composites:

Materials	\$ <u>270,627.28</u>
Labor	\$ <u>98,644.68</u>

Division 07 – Thermal and Moisture Control:

Materials	\$ <u>958,707.09</u>
Labor	\$ <u>550,355.62</u>

Division 08 – Openings:

Materials	\$ <u>1,094,418.96</u>
Labor	\$ <u>215,574.62</u>

Division 09 – Finishes:

Materials	\$ <u>1,943,626.65</u>
Labor	\$ <u>1,111,760.32</u>

Division 10 – Specialties:

Materials	\$ <u>276,094.38</u>
Labor	\$ <u>99,966.11</u>

Division 11 – Equipment:

Materials	\$ <u>499,846.09</u>
Labor	\$ <u>290,316.88</u>

Division 12 – Furnishings:

Materials	\$ <u>29,049.92</u>
Labor	\$ <u>16,610.59</u>

Division 13 – Special Construction: **Not Used**

Division 14 – Conveying Equipment:

Materials	\$ <u>43,348.50</u>
Labor	\$ <u>25,060.19</u>

Division 21 – Fire Suppression:

Materials	\$ <u>247,745.35</u>
Labor	\$ <u>141,958.63</u>

Division 22 – Plumbing:

Materials	\$ <u>723,731.79</u>
Labor	\$ <u>419,644.97</u>

Division 23 – Heating, Ventilation, and Air Conditioning:

Materials	\$ <u>1,702,595.70</u>
Labor	\$ <u>621,026.97</u>

Division 26 – Electrical:

Materials	\$ <u>3,126,143.93</u>
Labor	\$ <u>1,417,027.16</u>

Division 27 – Communication:

Materials	\$ <u>294,338.88</u>
Labor	\$ <u>168,602.11</u>

Division 28 – Electronic Safety and Security:

Materials	\$ <u>133,795.31</u>
Labor	\$ <u>63,705.42</u>

Division 31 – Earthwork:

Materials	\$ <u>400,522.16</u>
Labor	\$ <u>232,350.08</u>

Division 32 – Site Improvements:

Materials	\$ <u>1,074,276.66</u>
Labor	\$ <u>599,400.70</u>

Division 33 – Utilities:

Materials	\$ <u>430,274.00</u>
Labor	\$ <u>247,641.49</u>

PROJECT TIMING:

Total Number of Days Anticipated from Notice to Proceed Until Substantial Completion for each Phase:

(Substantial Completion achieved only after Contractor has written notification from Commissioning Agent that the building and all building systems are functioning as detailed in the specifications and details, and Fire Department can move in)

601

Calendar Days (must include Trail Construction, Pricing Form "B")

Contractor will have 30-calendar days from Substantial Completion to complete the Work and close-out, or liquidated damages may be incurred. See contract terms and conditions.

TOTAL BASE BID PROJECT PROPOSAL(Pricing Form "A"):

(Project Total Should Equal the Total of All Divisions)

(Clearly Printed): **Thirty Eight Million Five Hundred Fifty Thousand**

38,550,000.00 Dollars

BEST AND FINAL SUMMARY

- 1 Reduction in Price of \$200,000.
- 2 Reallocated \$50,000 of original bid for the use of a 3rd party waterproofing consultant allowance. However, this can be used at the owner's discretion if the owner choses not to use the consultant.
- 3 Reallocated \$150,000 of original bid for the use of BIM coordination allowance. This includes steel, fire sprinkler, mechanical, electrical and plumbing. However, this can be used at the owner's discretion if the owner choses not to utilize BIM services.

ADD ALTERNATE PROPOSAL: Total cost of materials, labor, equipment, and time for the CITY OF ALLEN STEPHEN G. TERRELL RECREATION CENTER PROJECT as specified herein.

***Note:** All landscape "Base Bid / Add Alternate" areas are shown with a bold-dashed outline on plan sheet(s) reference

Alternate #1: Concrete Trail Thickness (Sheet reference: L102)

1. **Base Bid:** 5" thick concrete pavilion
2. **Alternate:** 6" thick concrete paving

Materials and Labor \$ _____ 30,500.00

Alternate #2: Seat walls, decomposed granite, and planting (Sheet reference: L202, L502)

1. **Base Bid:** Sod, Irrigation, & Canopy Trees
2. **Alternate:** Seat Walls, Decomposed Granite, French Drain, Planting, Irrigation, & Canopy Trees

Materials and Labor \$ _____ 60,000.00

Alternate #3: East trail connection (Sheet reference: L202, L502, L205, L505)

1. **Base Bid:** Seed & Temporary Irrigation
2. **Alternate:** Concrete Walk as shown on drawings

Materials and Labor \$ _____ 26,300.00

Alternate #4: Seed & Temporary Irrigation (Disturbed Areas Only vs. Entire Hatched Area) (Sheet reference: L502, L503, L505, L506, L507, L508)

1. **Base Bid:** Seed & Temporary Irrigation Disturbed Areas Only
2. **Alternate:** Seed & Temporary Irrigation All Areas Shown with Hatch

Materials and Labor \$ _____ 94,700.00

Alternate #5: Plantings at Parking Lot Islands and Area Adjacent to West Side of Building (Sheet reference: L501, L502, L503, L504)

1. **Base Bid:** Sod, Irrigation, & Canopy Trees
2. **Alternate:** Planting, Irrigation, & Canopy Trees as shown on drawings

Materials and Labor \$ _____ 170,000.00

Alternate #6: Interior Thin Stone Veneer Walls (Sheet reference: A502, A503, A608, A617, A618)

1. **Base Bid:** Eliminate thin stone veneer at the interior walls along Grid D.02 above Stair 2 to the mezzanine level and the return wall at the east side of the wall. Eliminate the thin stone veneer wall along Grid 3.18 at Game Area 1460. In lieu of stone veneer assembly provide gyp. bd. with accent paint.
2. **Alternate:** Provide thin stone veneer walls as shown in the drawings.

Materials and Labor \$ _____ 51,900.00

Alternate #7: Modular Turf in Rec Gym - (Sheet reference: A801)

1. **Base Bid:** Eliminate modular indoor turf system.
2. **Alternate:** Provide modular indoor turf system as shown on drawings and listed in the specification.

Materials and Labor \$ _____ 94,700.00

Alternate #8: Environmental Graphics - (Sheet reference: A302, A303, A901, A911-A924))

1. **Base Bid:** Eliminate Environmental Graphics.
2. **Alternate:** Provide Environmental Graphics as shown in drawings.

Materials and Labor \$ 158,000.00

Alternate #9: Metal Screens - (Sheet reference: A308)

1. **Base Bid:** Provide Standard pattern 50% Open Metal Mesh Screens.
2. **Alternate:** Provide Custom Metal Mesh Screens as shown in the drawings.

Materials and Labor \$ 301,000.00

Alternate #10: Event Lawn - (Sheet reference: L000)

1. **Base Bid:** Eliminate the Event Lawn scope including permanent irrigation and hardscape scope from the building package. Provide seed and temporary irrigation.
2. **Alternate:** Provide Event Lawn scope as shown in drawings.

Materials and Labor \$ 140,400.00

Alternate #11: Fire Pump (DEDUCT) - (Sheet reference: FP000, E001)

1. **Base Bid:** Provide Fire Pump and Generator as shown on FP and E Drawings.
2. **Alternate:** Eliminate Fire Pump Equipment and Adjust Generator per FP and E Drawings.

Materials and Labor \$ (70,000.00)

UNIT PRICING:

Pier Size: Dry Add	Dry Deduct	Casing Add	Casing Deduct
18"	51	-13	70
24"	76	-19	87

END OF REQUIRED BID SUBMISSION FORM "A" (CONSTRUCTION)

CONSTRUCTION
PRICING FORM "B"
(Trail Construction)
(REQUIRED PROPOSAL SUBMISSION FORM)
Request for Proposal – Solicitation # 2021-12-31

City of Allen
305 Century Parkway
Allen, Texas 75013

The undersigned, having examined and familiarized themselves with the Contract Documents, the site of the proposed work, local conditions affecting the cost of the work, and the construction contract drawings and project manual, hereby proposes to furnish all labor, materials, equipment and services required for the work, all in accordance therewith.

TRAIL CONSTRUCTION PROPOSAL: Total cost of materials, labor, and equipment, for the CITY OF ALLEN STEPHEN G. TERRELL RECREATION CENTER TRAIL CONSTRUCTION as depicted on the "**SGTRC PROJECT SCOPE AREA DELINEATION MARK-UP**," prepared by BRS Architecture, dated 4/9/21 and included with Addendum No. 2, issued April 15, 2021. .

Trail Construction Proposal including turn-key labor, material, and equipment identified within and integral to the various Divisions of the Project scope. Include cost of surveying, staking, incidental clearing and grading. NOTE: The City of Allen waives all Tree Removal and Mitigation Permit costs.

Trail Construction, Complete and in place

Materials	\$	<u>473,850.00</u>
Labor	\$	<u>255,150.00</u>
TOTAL TRAIL CONSTRUCTION	\$	<u>729,000.00</u>

PROJECT TIMING:

The time required for Trail Construction shall be included in the total time/project duration proposed in Pricing Construction Form "A".

END OF REQUIRED BID SUBMISSION FORM "B"(TRAIL CONSTRUCTION)

Note: Material and Labor Breakouts are for information purposes only and are required to be accepted as combined scope of work.



REQUEST FOR PROPOSAL
2021-12-31
STEPHEN G. TERRELL RECREATION CENTER
APRIL 30, 2021 at 2:00 PM
BID TAB

	Days	Total Amount Bid	Alt 1	Alt 2	Alt 3	Alt 4	Alt 5	Alt 6	Alt 7	Alt 8	Alt 9	Alt 10	Alt 11	Trail
A&P Construction	601	\$38,750,000	30,500	60,000	26,300	94,700	170,000	51,900	94,700	158,000	301,000	140,400	(70,000)	729,000
Christman	502	\$39,928,882	37,030	51,141	30,690	98,901	177,753	89,908	60,500	197,839	276,463	156,654	(84,002)	935,047
Crossland	660	\$38,528,841	35,000	55,000	30,000	95,000	170,000	56,000	92,000	261,000	178,500	150,000	71,525	848,322
Lee Lewis	514	\$38,939,000	30,000	54,000	26,000	94,000	169,000	36,000	91,000	133,000	7,000	124,000	(76,000)	805,000
Pogue	639	\$39,689,645	36,000	61,000	30,000	97,000	175,000	38,000	110,000	134,000	310,000	154,000	(39,000)	927,000
Ratcliff	630	\$45,346,775	46,000	62,000	29,000	118,000	278,000	92,000	105,000	235,000	296,000	135,000	(105,000)	0
Sedalco	627	\$41,520,000	30,900	0	0	0	0	0	0	0	0	0	0	0
Sundt	660 (*600)	\$44,116,639	43,742	67,587	31,343	102,068	183,443	42,685	103,767	164,667	306,901	159,588	(67,157)	1,128,010



REQUEST FOR PROPOSAL
2021-12-31
STEPHEN G. TERRELL RECREATION CENTER
APRIL 30, 2021 at 2:00 PM
BID TAB

Contractor	Total Bid Amount	Alternates Total	Trail	Grand Total
A&P Construction	\$38,750,000	\$1,057,500	\$729,000	\$40,536,500
Christman	\$39,928,882	\$1,092,877	\$935,047	\$41,956,806
Crossland	\$38,528,841	\$1,050,975	\$848,322	\$40,428,138
Lee Lewis	\$38,939,000	\$688,000	\$805,000	\$40,432,000
Pogue	\$39,689,645	\$1,106,000	\$927,000	\$41,722,645
Ratcliff	\$45,346,775	\$1,291,000	0 *	*
Sedalco	\$41,520,000	1 Alt * \$30,900	0 *	*
Sundt	\$44,116,639	\$1,138,634	1,128,010	\$46,383,283

- All Alternates and Trail required

Stephen G. Terrell Development Timeline

December 7, 2000 – City Council approves purchase of Estevie Property from ECOM Real Estate Management, Inc., for Exchange Parkway Community Park/Stephen G. Terrell Community Park (40+/- acres)

May 29, 2001 – Collin County Commissioners Court approves grant award of \$500,000 to purchase the Estevie Property.

June 19, 2001 – City purchases Estevie property, to be held in trust by the Texas Parks and Recreation Foundation.

May 12, 2007 - Bond Election Proposition No. 4 for the issuance of \$17,250,000 in general obligation bonds “for park and recreation facilities” is approved by the voting public.

January 2010 - Online Citizen Survey: Indoor Recreation Center ranked 5th out of 23 “Non- Organized Sports-Related Facility Priorities”

January 11, 2011 – Parks and Open Space Master Plan Adopted by City Council (Recreation Center #8 priority as determined by resident survey)

November 24, 2015 – Parks Open Space Master Plan Adopted by City Council (Recreation Center #2 priority up from #8 in 2011 as determined by resident survey)

December 3, 2015 – City Council Accepted Recommendations by the citizen Capital Improvement Program Steering Committee. This included \$16,000,000 for a new recreation center of \$27,000,000 for Parks and Recreation projects.

February 9, 2016 – City Council Orders an election for G.O. Bond Package on May 7, 2016

May 17, 2016 – Canvass of Bond Election from May 7, 2016, (Passed with 79.7% approval rate for all Parks and Recreation Projects including New Recreation Center, 4,421 votes cast)

November 27, 2018 – City Council Authorizes a Professional Services Contract with Barker Rinker Seacat Architecture for the preparation of a Feasibility Study for the Exchange Parkway Recreation Center/ Stephen G. Terrell Recreation Center (\$154,873)

February 13, 2019 – 1st Steering Committee Workshop

March 29, 2019 – 2nd Steering Committee Tour (Metroplex)

April 3, 2019 – Focus Group meetings (City Council, CDC, PARB and staff)

April 4, 2019 – 2nd Steering Committee Workshop
1st Community Public Meeting (over 100 citizens in attendance)

May 13, 2019 – 3rd Steering Committee Workshop
2nd Community Public Meeting (over 100 citizens in attendance)

June 6, 2019 – 4th Steering Committee Workshop
3rd Community Public Meeting (over 100 citizens in attendance)

July 18, 2019 – 5th Steering Committee Meeting

October 3, 2019 – 7th Steering Committee Meeting
4th & Final Community Public Meeting (over 100 citizens in attendance)

October 22, 2019 – City Council receives update on the Stephen G. Terrell at Workshop

October 30, 2019 – 8th & Final Steering Committee Meeting (Committee Recommends Results of Feasibility Study to City Council)

November 12, 2019 – City Council approves Feasibility Study prepared by Barker Rinker Seacat for the Exchange Parkway Recreation Center/ Stephen G. Terrell Recreation Center

December 10, 2019 – City Council names recreation center and park, Stephen G. Terrell Recreation Center and Community Park

January 14, 2020 – City Council authorizes a Professional Services Contract for full and final design services of the Stephen G. Terrell Recreation Center (\$3,921,490)

January 16, 2020 – Schematic Design commences

May 6, 2020 – Schematic Design accepted; Design Development phase commences

August 25, 2020 – City Council Approves agreement with Allen Sports Association to grant non-exclusive use of the Stephen G. Terrell Recreation Center Competitive Gym Space in exchange for a financial contribution of \$3,000,000

September 16, 2020 – Design Development drawings and specifications accepted; Construction Document phase commences

September 21, 2020 – Allen Community Development Corporation approves Certificate of Obligation for up to \$25,000,000

October 14, 2020 – City Council reviews interior Renderings and pricing estimates at Workshop

October 12, 2020 – Parks and Recreation Board reviews Operations Plan for Stephen G. Terrell Recreation Center

October 19, 2020 – Allen Community Development Corporation conducted a Public Hearing authorizing up to \$35,000,000 of Sale Tax Revenue Proceeds for the Stephen G. Terrell Recreation Center

January 18, 2021 – Allen Community Development Corporation reviews options for funding of the Stephen G. Terrell Recreation Center and Community Park

January 29, 2021 – 100% Construction Documents delivered

February 9, 2021 – City Council receives update on design, operations, and funding plan for Stephen G. Terrell Recreation Center at Workshop

March 25, 2021 – Request for Proposals issued

April 12, 2021 – Parks and Recreation Board Reviews Stephen G. Terrell Recreation Center and Community Park Design

April 27, 2021 – City Council approves the issuance of \$25,000,000 certificates of obligation for the construction of the Stephen G. Terrell Recreation Center

April 30, 2021 – Purchasing receives eight proposals for construction of the Stephen G. Terrell Recreation Center

May 18, 2021 – Planning and Zoning approves Final Plan for Stephen G. Terrell Community Park