REQUEST FOR COMPETITIVE SEALED PROPOSALS FOR
GENERAL CONTRACTOR FOR RENOVATIONS TO STAGE
RIGGING IN TEXAS HALL

RFP NO. FM2016-001

THE UNIVERSITY OF TEXAS AT ARLINGTON
Office of Facilities Management
1225 West Mitchell Street, Suite 205
Arlington, Texas 76019
(817)272-3571; Fax (817)272-5794

RFP Opening on August 20, 2015 at 3:00 PM

RFP issued on July 23, 2015
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SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS

1.1 GENERAL INFORMATION: The University of Texas at Arlington (“Owner”) is soliciting Competitive Sealed Proposals (“Proposals”) for selection of a General Contracting firm for “General Contractor for Renovations to Stage Rigging in Texas Hall” (Project), in accordance with the terms, conditions, and requirements set forth in this Request for Competitive Sealed Proposals.

1.1.1 This Request for Competitive Sealed Proposals (“RFP”) is the only step for selecting a General Contractor for the Project as provided by Texas Education Code §51.783(d). The RFP provides the information necessary to prepare and submit Competitive Sealed Proposals for consideration and ranking by the Owner.

1.1.2 The Owner may select the Proposal that offers the “Best Value” for the institution based on the published selection criteria and on its ranking evaluation. The Owner may first attempt to negotiate a contract with the selected Respondent. The Owner may discuss with the selected Respondent options for a scope or time modification and any price change associated with the modification. If the Owner is unable to reach a contract with the selected Respondent, the Owner may formally end negotiations with that Respondent and proceed to the next “Best Value” Respondent in the order of the selection ranking until a contract is reached or all proposals are rejected.

1.2 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after the solicitation is completed.

University strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act (“TPIA”), Chapter 552, Texas Government Code. In accordance with Section 552.002 of TPIA and Section 2252.907, Texas Government Code, and at no additional charge to University, Contractor will make any information created or exchanged with University pursuant to this Agreement (and not otherwise exempt from disclosure under TPIA) available in a format reasonably requested by University that is accessible by the public.

1.3 TYPE OF CONTRACT: Any contract resulting from this solicitation will be in the form of the Owner’s Standard General Contractor Agreement, a copy of which is included in the Bidding Documents.

1.3.1 The work will be awarded under a Lump-Sum contract to the Respondent offering the “Best Value” to the Owner.

1.4 CLARIFICATIONS AND INTERPRETATIONS: Any clarifications or interpretations of this RFP that materially affect or change its requirements will be issued by the Owner as an Addendum. It is the responsibility of all respondents to obtain this information in a timely manner. All such Addenda issued by the Owner before the proposals are due as part of the RFP, and respondents shall acknowledge receipt of each Addendum to the RFP and/or the Bid Documents in its Proposal.

1.4.1 Addendum may be issued by the Point-of-Contact for this RFP via the Electronic State Business Daily (ESBD) web site at http://esbd.cpa.state.tx.us

1.4.2 No oral explanation in regard to the meaning of the Bidding Documents will be made and no oral instructions will be given before the award of the contract. Discrepancies, omissions or doubts as to the meaning of Drawings and Specifications shall be communicated in writing to the Point of Contact for
Engineer/Architect interpretation. Any interpretation made will be in the form of an Addendum, which will be forwarded to all known plan holders and its receipt by the respondent shall be acknowledged on the Pricing and Delivery Proposal Form.

1.4.3 Respondents shall consider only those clarifications and interpretations to the Drawings and Specifications that the Project Architect issues by Addenda five (5) calendar days prior to the submittal deadline. Interpretations or clarifications in any other form, including oral statements, will not be binding on the Owner and should not be relied on in preparing Proposals.

1.5 SUBMISSION OF PROPOSALS:

1.5.1 BASE PROPOSAL DEADLINE AND LOCATION: The Owner will receive Base Proposals at the time and location described below. Late proposals will not be accepted for any reason.

August 20, 2015 at 3:00 PM Central Prevailing Time

The University of Texas at Arlington
Office of Facilities Management
Attention: Viki Lewis
1225 W. Mitchell Street, Suite 205
Arlington, TX 76013

1.5.1.1 Submit one (1) proposal with original signatures and three (3) identical copies of the Pricing & Delivery Submittal Form, Execution of Offer form, and Qualifications in one (1) envelope as described in section 1.5.5 below.

1.5.1.2 Submit one (1) HUB Subcontracting Plan with original signatures and one (1) copy as separate attachments to the Proposals in separate envelope as described in section 1.5.6 below.

1.5.2 Base Proposals, Qualifications or HUB Subcontracting Plans that are received late will be returned to the respondent unopened. The Point-of-Contact identified in Section 1.6 will identify the official time clock at the Proposal submittal location identified above.

1.5.3 The Owner will not acknowledge or receive Base Proposals, Execution of Offer, Qualifications or HUB Subcontracting Plans that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

1.5.4 Properly submitted Base Proposals, Execution of Offer, Qualifications or HUB Subcontracting Plans will not be returned to the respondents.

1.5.5 Base Proposals, Execution of Offer, and Qualifications must be enclosed in a sealed envelope (box or container) addressed to the Point-of-Contact identified in Section 1.6; the package must clearly identify the submittal deadline, the RFP Number, and the name and return address of the Respondent.

1.5.6 HUB Subcontracting Plans (HSP) must be enclosed in a sealed envelope (separate from Base Proposal and Qualifications) addressed to the Point-of-Contact identified in Section 1.6; the package must clearly identify the submittal deadline, the RFP Number, HSP Documents Enclosed and the name and return address of the Respondent.

1.5.7 Properly submitted Proposals will be opened publicly and the names of the respondents will be read aloud after the HUB Subcontracting Plans are received and confirmed by the Owner.

1.6 POINT-OF-CONTACT: The Owner designates the following person, as its representative and Point-of-Contact for this RFP. Respondents shall restrict all contact with the Owner and direct all questions regarding this RFP, including questions regarding terms and conditions, to the Point-of-Contact person.
1.7 **EVALUATION OF PROPOSALS:** The evaluation of the Proposals shall be based on the requirements described in this RFP. Approximately Fifty Percent (50%) of the evaluation will be based on the Respondent’s Pricing and Delivery Proposal; the remaining evaluation will be based on the Respondent’s Qualifications. All properly submitted Proposals will be reviewed, evaluated, and ranked by the Owner.

1.8 **OWNER’S RESERVATION OF RIGHTS:** The Owner may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Proposals and re-solicit for new Proposals, or to reject any and all Proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.

1.9 **ACCEPTANCE OF EVALUATION METHODOLOGY:** By submitting a Proposal in response to this RFP, the Respondent accepts the evaluation process and acknowledges and accepts that determination of the “Best Value” Respondent will require subjective judgments by the Owner.

The Owner reserves the right to consider any Proposal “non-responsive” if the Base Proposal Cost is determined to be unreasonable or irresponsible in relation to the other submitted Proposals and/or the Owner’s estimate of the construction cost.

1.9.1 Best Value evaluation factors to be used shall be:

1. Purchase price;
2. Reputation of the Respondent and of the Respondent's goods or services;
3. Quality of Respondent's goods or services;
4. Extent to which the goods or services meets UTA’s needs;
5. Respondent's past relationship with UTA;
6. Impact on ability of UTA to comply with the laws and rules relating to Historically Underutilized Businesses;
7. Impact on the ability of UTA to comply with the laws and rules relating to the procurement of goods and services from persons with disabilities;
8. Long term cost to UTA of acquiring the Respondent's goods or services;
9. Compliance with University’s terms and conditions;
10. Compliance with University’s insurance requirements; and
11. Any relevant factor that a private business entity would consider in selecting a Contractor.

The University will be the sole judge of the best value criteria.

1.10 **NO REIMBURSEMENT FOR COSTS:** Respondent acknowledges and accepts that any costs incurred from the respondent’s participation in this RFP process shall be at the sole risk and responsibility of the respondent. Respondents submit Proposals at their own risk and expense.

1.11 **Mandatory Pre-Submittal Conference:** A pre-submittal conference will be held at the time and location described below. Only General Contractors are to attend the pre-submittal conference. Subcontractors may request a copy of the pre-submittal sign-in sheet for the list of General Contractors.
that will be eligible to submit a proposal. Subcontractors may contact the University Point of Contact listed in Section 1.6 to obtain sign-in sheet.

**August 6, 2015 at 2:00 PM Central Prevailing Time**

The University of Texas at Arlington
Office of Facilities Management
1225 W. Mitchell Street, Suite 205
Arlington, TX 76013

A site visit will be included as a part of the pre-submittal conference. This may be the only opportunity for potential respondents to view the Project site before the submittal of Proposals. **Attendance at the pre-submittal conference is Mandatory. Responses from Bidders that do not attend the pre-submittal meeting will be opened and tabulated and then rejected for failure to meet the mandatory pre-submittal meeting specification.**

1.12 **ELIGIBLE RESPONDENTS:** Only individual firms or lawfully formed business organizations may apply (This does not preclude a respondent from using consultants.) The Owner will contract only with the individual firm or formal organization that submits a Proposal.

1.13 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of The University of Texas System, and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, The University of Texas at Arlington has adopted Exhibit H, Policy on Utilization of Historically Underutilized Businesses (included in the Bidding Documents). The Policy applies to all contracts with an expected value of $100,000 or more. If UT-Arlington determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the Proposals. Failure to submit a required HUB Subcontracting Plan will result in rejection of the Proposals.

1.13.1 **STATEMENT OF PROBABILITY**

The University of Texas at Arlington has determined that subcontracting opportunities are probable in connection with this procurement solicitation. Therefore, a HUB Subcontracting Plan (HSP) is required as a part of the respondent's Qualifications. The respondent shall develop and administer a HSP as a part of the respondent's Qualifications in accordance with the UT-System Policy on Utilization of Historically Underutilized Businesses (HUB), Exhibit H.

1.13.2 Refer to Exhibit H, Policy on Utilization, Historically Underutilized Business (attached) and the Summary of Requirements for a detailed list of attachments required with the Qualifications.

1.13.3 The “Statement of Probability” determines the probability for subcontracting opportunities. This determination will clarify which attachments, detailed in Figure 1, will be required to be completed and returned.

1.13.4 Submit one original and one copy of the HUB Subcontracting Plan in a separate envelope apart from the submittal of base proposal and qualifications.

1.14 **SALES AND USE TAXES:** Texas Tax Code Section 151.311 provides that certain tangible personal property incorporated into realty or consumed at the jobsite in the performance of a contract for an improvement to realty for certain exempt entities, including The University of Texas at Arlington, are exempt from state sales tax. Section 150.311 also provides that certain otherwise taxable services performed at the jobsite are exempt from taxes on The University of Texas at Arlington projects. It is the responsibility of the Respondent to incorporate allowable tax savings into its Proposal.

1.15 **CERTIFICATION OF FRANCHISE TAX STATUS:** Corporate or limited liability company Respondents are advised that if successful it will be required to submit certification that it is not delinquent in the payment of...
any franchise tax status due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state legal entity and not subject to the Texas Franchise Tax, whichever is applicable. The Respondent further agrees that each subcontractor and supplier under contract will also provide an appropriate certification of franchise tax status.

1.16 PREVAILING MINIMUM WAGE RATE DETERMINATION: Respondents are advised that the Texas Prevailing Wage Law applies to this Project will be administered in accordance with the University of Texas General Conditions for Building Construction Contracts and the policies and procedures set forth in the U. T. System document, entitled "Prevailing Wage Guidelines." A copy is attached to this Request for Proposals.

1.17 DELINQUENCY IN PAYING CHILD SUPPORT: Pursuant to Texas Family Code Section 231.006, the Respondent or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the award of or payment for the Project and acknowledges that any agreement may be terminated and payment may be withheld if this certification is inaccurate.

1.18 PAYMENT FOR MATERIALS AND SERVICES: Any partial payments made in accordance to the 2013 Uniform General Conditions for University of Texas System Building Construction Contracts. With respect to payment for materials, payment will only be approved for materials that are actually installed. Invoices for payment for work performed and materials installed shall be submitted monthly, lump sum, or as mutually agreeable between Contractor and Owner’s Representative. UTA’s standard payment terms are “Net 30 days” as mandated by the Texas Prompt Payment Act (ref. Chapter 2251, Government Code). An amount to be held for retainage will be determined at the preconstruction meeting. Most projects will require retainage amount of 5% of the completed work be held by the Owner until final completion, approval, and final acceptance of the project.

1.19 SAFETY TRAINING CLASS PROVIDED BY UT-ARLINGTON: Contractor and subcontractor employees working on job site must attend a safety training class provided by UT-Arlington at no cost to the contractor. More information on the class will be provided to the awarded contractor.

1.20 ASBESTOS CONTAINING MATERIALS
The Contractor shall insure that if any suspect asbestos containing material is encountered, the Construction Manager will immediately notify the UT Arlington Project Manager. The UT Arlington Facilities Management Asbestos Program will perform or contract for any asbestos inspections, asbestos abatement, asbestos project management, and third-party asbestos monitoring.

The Contractor shall provide a certification statement, included with each material submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

All materials used on this Project shall be certified as Non Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

Asbestos Hazard Emergency Response Act (AHERA—40 CFR 763-99 (7));


Texas Asbestos Health Protection Rules (TAHPR—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of State Health Services Licensed Inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.
At Final Completion, the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Chapter 295.34, par. c.1 that no Asbestos Containing Building Materials (ACBM) was used, provided, or left on this project during construction of the Project.

1.21 BACKGROUND CHECKS

Responsibility for Individuals Performing Services; Criminal Background Checks: Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a permitted subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will (1) provide University with a list ("List") of all individuals who may be assigned to perform the Work, and (2) have an appropriate criminal background screening performed on all such individuals. Contractor shall determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide such services. Contractor will not knowingly assign any individual to provide services on University’s campus who has a history of criminal conduct unacceptable for a university campus, including violent or sexual offenses. Contractor will update the List each time there is a change in the individuals assigned to perform the Work.

Prior to commencing performance of the Work under this Agreement, Contractor will provide University a letter signed by an authorized representative certifying compliance with this Section. Contractor will provide University an updated certification letter each time there is a change in the individuals assigned to perform the Work.

1.22 UNDOCUMENTED WORKERS

The Immigration and Nationality Act (8 United States Code 1324a) ("Immigration Act") makes it unlawful for an employer to hire or continue employment of undocumented workers. The United States Immigration and Customs Enforcement Service has established the Form I-9 Employment Eligibility Verification Form ("I-9 Form") as the document to be used for employment eligibility verification (8 Code of Federal Regulations 274a). Among other things, Contractor is required to: (1) have all employees complete and sign the I-9 Form certifying that they are eligible for employment; (2) examine verification documents required by the I-9 Form to be presented by the employee and ensure the documents appear to be genuine and related to the individual; (3) record information about the documents on the I-9 Form, and complete the certification portion of the I-9 Form; and (4) retain the I-9 Form as required by Applicable Laws. It is illegal to discriminate against any individual (other than a citizen of another country who is not authorized to work in the United States) in hiring, discharging, or recruiting because of that individual's national origin or citizenship status. If Contractor employs unauthorized workers during performance of this Project in violation of the Immigration Act then, in addition to other remedies or penalties prescribed by Applicable Laws, University may terminate this Agreement. Contractor represents and warrants that it is in compliance with and agrees that it will remain in compliance with the provisions of the Immigration Act.

1.23 SUBSTITUTIONS

No substitution will be considered prior to receipt of proposals unless written request for approval has been received by the Owner at least five (5) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment, or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Owner’s decision of approval or disapproval of a proposed substitution shall be final.

If the Owner approves any proposed substitution prior to the receipt of bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.
No substitutions will be considered after the Bid Opening unless specifically provided in the contract documents.

1.24 PAYMENT AND PERFORMANCE BONDS

The successful respondent will be required to furnish Payment and Performance Bonds in the amount of One Hundred Percent (100%) of the contract price. The applicable form is attached and must be the form utilized. The Bond(s) must be issued by a corporate surety qualified to do business in Texas and acceptable to the University.

SECTION 2 – EXECUTIVE SUMMARY

2.1 HISTORICAL BACKGROUND: The University of Texas at Arlington ("University") is a comprehensive public university located in the dynamic and growing Dallas-Fort Worth Metroplex. The University has a population of approximately 37,800 students, faculty, and staff. University offers 80 baccalaureates, 74 master and 31 doctoral degrees to approximately 34,000 students. University has approximately 4,800 full-time and part-time employees. The University's main campus in Arlington includes approximately 400 acres, 108 buildings, and 5,007,170 gross square feet. The University’s three (3) other satellite campuses operated by University are located in Fort Worth, Texas and include the University of Texas at Arlington Research Institute, Arlington Regional Data Center, and the University of Texas at Arlington Fort Worth Center at Santa Fe Station.

2.2 PROJECT DESCRIPTION AND SCOPE:

This project includes services necessary to complete the renovation of the rigging system and structural improvements at Texas Hall. These services include, but are not limited to, demolition of the rigging system, installation of new counterweight and motorized rigging, removal and reinstallation of existing scenic and rigging elements as noted in the drawings, installation of new index strip light and control, fabrication of stage curtains, installation of cable management for existing electrical drop box fixtures, provide new electrical plugstrips, installation of new work lights, and structural improvements at the gridiron level. Additional scope is listed in the specifications.

Additional information on the electrical portion of this project will be released in the form of an addendum before the pre-proposal meeting.

Construction on this project cannot begin until October 26, 2015 and Final Completion must be met no later than January 31, 2016. Due to a scheduled event in Texas Hall work will be postponed from January 10th through January 16th. In addition, the project site will be unavailable for work due to campus closure for holidays on November 26-27, 2015, December 24-25, 31, 2015, January 1, 18, 2016. To meet the necessary substantial completion date, a strict adherence to the project schedule is imperative. Any Contractor being considered to perform this work must show their ability and willingness to meet this aggressive schedule without exception.

2.3 PROJECT PLANNING SCHEDULE:

The following anticipated dates are for planning purposes only (if there is a conflict between the dates below and the Proposal Form, the duration shown on the Proposal Form shall govern). The contractual dates required by the Owner of the “Best Value” respondent will be identified in the executed agreement.

- Owner conducts Mandatory Pre-Submittal Conference August 6, 2015 at 2:00 PM
- Owner receives Request For Competitive Sealed Proposals August 20, 2015 at 3:00 PM
- Owner executes Agreement Approximately August 31, 2015
- Owner issues Notice to Proceed for Construction Approximately September 9, 2015
- General Contractor achieves Final Completion January 31, 2016
SECTION 3 – REQUIREMENTS FOR COMPETITIVE SEALED PROPOSALS

Respondents shall carefully read the information contained in the following criteria and submit a complete statement of Proposals to all questions in Section 3 formatted as directed in Section 4. Incomplete Proposals will be considered non-responsive and subject to rejection.

3.1 CRITERIA ONE: RESPONDENT’S SAFETY MANAGEMENT PROGRAM FOR THIS PROJECT

3.1.1 The Vision of the University of Texas at Arlington is to eliminate workplace injuries on all construction projects. We consider safety a core value within our organization and attach the highest importance to this section in scoring evaluation. The response to Criterion One may be reviewed by the Owner’s safety professional.

3.1.2 Provide details of your corporate safety organizational structure including individuals, titles and corresponding duties and safety resources your firm will bring to the project.

3.1.3 Describe in detail how your firm would provide unique project specific safety orientation training for project. Provide examples and details.

3.1.4 Briefly describe the firm’s approach for anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project’s Safety program.

3.1.5 For all projects that the firm has managed (or co-managed) in the past five (5) years, list and describe all events or incidents that have reached any of the following levels of severity:
   • Any occupational illness or injury that resulted in death or total and permanent disability
   • Any occupational illnesses or injuries that resulted in hospital admittances
   • Explosion, fire or water damage that claimed 5% of the project’s construction value
   • Failure, collapse, or overturning of a scaffold, excavation, crane or motorized mobile equipment when workers were present at the project

3.1.6 Identify the firm’s annual OSHA Recordable Incident Rates (RIR) for all work performed during the past five (5) calendar years.

3.1.7 Identify the firm’s annual OSHA Lost Workday Case Incident Rates (LWCIR) for all work performed during the past five (5) calendar years.

3.2 CRITERIA TWO: RESPONDENT’S ABILITY TO PROVIDE CONSTRUCTION SERVICES

3.2.1 Provide the following information on your firm for the past five (5) fiscal years:

   Volume
   • Annual number, value and percent change of contracts in Texas per year;
   • Annual number, value and percent change of contracts nationally per year;

   Revenues
   • Annual revenue totals and percent change per year;

   Bonding
   • Total bonding capacity;
   • Available bonding capacity and current backlog;

3.2.2 Attach a letter of intent from a surety company indicating your firm’s ability to bond for the entire construction cost of the project, both payment and performance bonds. The surety shall acknowledge that the firm may be bonded for maximum construction cost of 100% of Total Base Proposal Amount that may be accepted. Bonding requirements are set forth in the Agreement and in the Uniform General and Supplementary General Conditions for The University of Texas System Building Construction Contracts.
3.2.3 Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impact both in organization and company direction.

3.2.4 Provide details of how long firm has been in business under the current name.

3.2.5 Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a Contract with the Owner.

3.2.6 Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances, and prospects for resolution.

3.2.7 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or Regent? If so, please explain.

3.3 CRITERIA THREE: QUALIFICATIONS OF CONSTRUCTION TEAM

Qualified rigging contractors shall have been actively engaged in the sales and installation of theatrical rigging systems and equipment for a minimum of five years. In addition, the qualified contractor shall have completed a minimum of three projects of similar scope and magnitude within the last five years. Contractors not demonstrating this minimum experience at the time of bid submission will not be considered qualified to perform the work specified in this section.

3.3.1 Provide resumes of the Respondent’s team that will be directly involved in the Project, including their experience with similar projects, and the number of years with the firm. Include as applicable; Project Managers, Superintendents, Assistant Project Managers and Superintendents, Quality Control Inspectors, and Safety Coordinator / Assistant. Identify the individuals who will be on-site and in charge daily.

3.3.2 For each team member identified above, provide his/her current status, and when each team member will be available to provide Construction Services for this Project.

3.3.3 Describe, in graphic and written form, the proposed Project assignments and lines of authority and communication for each team member to be directly involved in the Project. Indicate the estimated percent of time these team members will be involved in the Construction Services.

3.3.4 Identify the STAGE RIGGING AND ELECTRICAL Subcontractors included as part of this proposal, including their experience with similar projects, the number of years with the firm, and their city(s) of residence.

3.3.5 Provide resumes of the Project Manager and Superintendent that will be directly involved in the Project for the STAGE RIGGING AND ELECTRICAL Subcontractors, including their experience with similar projects, the number of years with the firm, and their city(s) of residence.

3.4 CRITERIA FOUR: RESPONDENT’S PAST PERFORMANCE ON REPRESENTATIVE PROJECTS OF SIMILAR SCOPE

3.4.1 Identify and describe the Construction Team’s past experience for providing Construction Services that are MOST RELATED TO THIS PROJECT within the last five (5) years. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location, contract delivery method, and description
- Color images (photographic or machine reproductions)
- Final construction cost
- Final project size in gross square feet
- Type of construction (new, renovation, or expansion)
- Actual Notice To Proceed, Substantial Completion, Change Order Log, and Final Payment dates for Construction Services
- Name of Project Manager (individual responsible to the Owner for the overall success of the project)
- Name of Project Superintendent (individual responsible for coordinating the day to day work)
- Names of STAGE RIGGING AND ELECTRICAL Subcontractors
- What is the total recordable incident rate and days away from work rate for each of the listed projects; including all project participants? Information obtained from SafetyNet is acceptable if available.

References, for each project listed above, identify the following:

- The Owner’s representative who served as the day-to-day liaison during construction, including telephone number
- Architect/Engineer’s name and representative who served as the day-to-day liaison during construction, including telephone number
- Length of business relationship with the Owner.

References shall be considered relevant based on specific project participation and experience with the respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFP process.

3.5 CRITERIA FIVE: RESPONDENT'S PROJECT PLANNING AND SCHEDULING FOR THIS PROJECT

3.5.1 Provide a schedule for this Project and identify specific critical process, phases, milestones, approvals, and procurements anticipated. Include float time necessary to ensure delays from unforeseen circumstances (including weather) will have no impact on the finish date of the project.

3.5.2 Describe what you perceive are the critical Construction issues for this Project.

3.5.3 Describe your approach to assuring timely completion of this project, including methods for schedule recovery, if necessary. From any three (3) of the projects listed in response to Section 3.3 or 3.4 of this RFP, provide examples of how these techniques were used, including specific scheduling challenges/requirements and actual solutions.

3.5.4 Describe the anticipated steps necessary to maintain operation of the existing building during construction.

3.6 CRITERIA SIX: RESPONDENT’S QUALITY CONTROL AND COMMISSIONING PROGRAM FOR THIS PROJECT

3.6.1 Describe your quality control program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used from any of three (3) projects listed in response to Section 3.3 or 3.4 of this RFP.

3.6.2 Describe how your quality control team will measure the quality of construction and commissioning performed by trade Subcontractors on this Project, and how will you address non-conforming work.

3.7 CRITERIA SEVEN: RESPONDENT’S WARRANTY AND SERVICE SUPPORT PROGRAM FOR THIS PROJECT

3.7.1 Describe your warranty service support philosophy and warranty service implementation plan for this Project.
3.7.2 Describe how you will measure the quality of service provided to the Owner for this Project.

3.7.3 Provide reference letters from three (3) Owners identified in Sections 3.3 or 3.4 of the RFP that describe your response to, and performance on, warranty services AFTER substantial completion.

3.8 CRITERIA EIGHT: RESPONDENT’S PRICING AND DELIVERY PROPOSAL

3.8.1 Complete and return the “Respondent’s Pricing and Delivery Proposal” form included (Page 16 thru 18) and the “Execution of Offer” form included (Page 19 thru 23).

SECTION 4 – FORMAT OF PROPOSALS

4.1 GENERAL INSTRUCTIONS

4.1.1 Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the respondent's ability to meet the requirements of this RFP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs. Fancy covers with photos and graphics and table of contents are not required. Simple folders are preferred.

4.1.2 Proposals shall be a MAXIMUM OF THIRTY (30) PRINTED PAGES (printed on one side only). The cover, divider sheets, HUB Subcontracting Plan, Pricing and Delivery Proposal, and Execution of Offer do not count as printed pages.

4.1.3 Respondent shall submit One (1) proposal with original signatures of the Qualifications and Pricing and Delivery Proposal with Execution of Offer and three (3) identical copies of the signed proposal. Respondents shall submit One (1) HUB Subcontracting Plan with original signatures and one (1) identical copy of the signed HUB subcontracting plan.

4.1.3.1 Proposals shall be submitted as two (2) separate documents 1) Qualifications and Pricing and Delivery Proposal with Execution of Offer in a sealed envelope, 2) HUB Subcontracting Plan in a separate sealed envelope.

4.1.4 Respondents shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.

4.1.5 Proposals and any other information submitted by respondents in response to this RFP shall become the property of the Owner.

4.1.6 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.

4.1.7 The Owner makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in Owner's best interest.

4.1.8 Proposals shall consist of answers to questions identified in Section 3 of the RFP. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer.

4.1.9 Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposals.
4.2 PAGE SIZE, BINDING, DIVIDERS AND TABS:

4.2.1 Proposals shall be printed on letter-size (8-1/2” x 11”) paper and assembled with staples. DO NOT USE METAL-RING HARD COVER OR SPIRAL-TYPE BINDERS.

4.2.2 Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Respondent to the questions identified in Section 3 of this RFP will be used by the Owner for evaluation.

4.2.3 Separate and identify each criteria response to Section 3 of this RFP. Responses to each criteria section should be on a separate page with a header identifying the section. DIVIDER SHEETS ARE NOT REQUIRED.

4.3 PAGINATION:

4.3.1 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.); the Respondent is not required to number the pages of the HUB Subcontracting Plan.

SECTION 5 - DRAWINGS AND SPECIFICATIONS

5.1 Distribution: Drawings and Specifications are provided electronically on a website for use by potential respondents. If a respondent does not have access to the internet and cannot access the website, the Owner will provide one set of project manuals to general contractors who propose to submit a proposal to the Owner. The general contractor must contact the Owner to state they do not have access to the internet and arrange a time when the plans and specifications will be available. Usually, at least two days’ notice is required before the printed drawings and specifications will be available. The project manuals are issued electronically to plan rooms and applicable offices of minority affairs and development in cities which are likely to be home locations of bidders. Plans will not be issued free to suppliers, material companies, or subcontractors.

5.2 Deposits: No deposit is required.

5.3 Additional Sets of Documents: Additional sets of documents, if available, may be obtained from the Owner, at the contractor’s expense, upon receipt of a check covering the cost of reproduction and mailing. It shall be understood that such extra sets do not become the contractor’s property, but are and shall be the Owner’s exclusive property and shall be returned to the Owner after submittals have been received. Checks will not be returned.

5.4 Documents on File: Electronic Project Manuals are on file at the following locations, and subcontractors may examine them there:

McGraw Hill Dodge Construction
9155 Sterling Drive, Suite 160
Irving, Texas 75063
(972) 819-1400 Fax (972-819-1409)

Reed Construction Data
30 Technology Pkwy South #500
Norcross, GA 30092
(303) 470-4812 Fax (800) 642-2437
PRICING AND DELIVERY SUBMITTAL FORM

RFP Number: FM2016-001 Proposal Submittal Deadline: August 20, 2015 at 3:00 PM Central Time

Project: GENERAL CONTRACTOR FOR RENOVATIONS TO STAGE RIGGING IN TEXAS HALL

FOR THE UNIVERSITY OF TEXAS AT ARLINGTON – ARLINGTON, TEXAS

Date: ______________________

PROPOSAL SUBMITTAL OF:
Name of Company: __________________________________________________
Physical Address:   ___________________________________________________
Mailing Address:    ___________________________________________________
_____________________________________________________________________
Telephone Number_____________________     Fax Number__________________
Email Address: ___________________________________________________
Federal Employers Identification Number:______________________________
(Taxpayer identification number)

TO:    The University of Texas at Arlington
Attention: Viki Lewis
Office of Facilities Management
1225 West Mitchell Street, Suite 205
Arlington, Texas 76019

NOTE: Proposals are not accepted that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

Dear Sir:

Having carefully examined the UNIFORM GENERAL CONDITIONS, SUPPLEMENTARY GENERAL CONDITIONS and SPECIAL CONDITIONS, the Plans and Specifications and addenda thereto as prepared by The University of Texas at Arlington and Jaster-Quintanilla, Dallas, LLP, as well as the premises and all the conditions affecting the work, the undersigned proposes to furnish all labor, materials, and equipment necessary to achieve final completion of the work in accordance with the contract documents for the following sum:

BASE PROPOSAL
Base Proposal must include all labor, materials, tools, equipment, and required bonds to perform the project: General Contractor for Renovations to Stage Rigging in Texas Hall, located on the campus of The University of Texas at Arlington, in accordance with all specifications and conditions.

NOTE: Amounts shall be shown in both written and figure form. In case of discrepancy between the written amount and figure amount, the written amount will govern.
1. Base Proposal:

______________________________________________      Dollars ($_________________).

   (Written amount)

2. Alternate 1: Unit pricing for additional counterweight rigging sets

______________________________________________      Dollars ($_________________).    ADD    or    DEDUCT

   (Written amount)

2. Alternate 2: Pricing for thirty (30) new work light fixtures

______________________________________________      Dollars ($_________________).    ADD    or    DEDUCT

   (Written amount)

CONTINGENCY AMOUNT: Owners Contingency amount of 10% Included in the Base Proposal total amount above. Remaining contingency will be released back to Owner upon project completion unless otherwise mutually appropriated.

ADDENDA:
The respondent acknowledges the receipt of the following addenda:

Addendum No.1:    Dated __________
Addendum No.2:    Dated __________
Addendum No. 3    Dated __________
Addendum No. 4:    Dated __________

CONDITIONS:
The undersigned agrees, if awarded the contract, to achieve final completion of the work as outlined by the Project Manual and Specifications within _________________ calendar days from notice to proceed date to substantial completion. Proposal must state the number of days required from start date to final completion of project.

Final completion is required no later than January 31, 2016.

The undersigned agrees that, from the compensation otherwise to be paid, the Owner may retain the sum of One Thousand Dollars ($1,000.00) for each calendar day after the contract completion date that the work remains incomplete, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per
dim by the failure of the undersigned to complete the work at the time stipulated in the contract. This sum is not
construed in any sense as a penalty.

The undersigned agrees, if awarded the contract, to execute the Agreement and Performance and Payment Bonds
within ten (10) days after notification of award and to commence work on or before the commencement date stated by
the Owner in a Notice to Proceed; such commencement date shall be 10 or more days after the date of the Notice to
Proceed. The undersigned acknowledges that any partial payments made in accordance to Section 3.19 of the
Proposal Packet, with respect to payment for materials, will only be for those materials actually installed. In addition,
the undersigned agrees to execute and deliver to the Owner a Certification of Franchise Tax Payment and further
agrees to obtain from each subcontractor and supplier and hold for redelivery to the Owner, if requested, a
Certification of Franchise Tax Status of such subcontractor or supplier.

It is understood that the Owner reserves the right to accept or reject any and all Proposals and to waive minor
technicalities. It is further agreed that this Proposal shall be valid and not withdrawn for a period of ninety (90) days
from this date of opening thereof.

**ACCEPTANCE OF PROPOSAL OR AWARD OF CONTRACT**

By signing this Proposal, the undersigned certifies as follows:

“Under Section 2155.004, Government Code, the contractor certifies that the individual or business entity
named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this
contract may be terminated and payment withheld if this certification is inaccurate.”

“Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business
entity named in this contract, Proposal, or application is not ineligible to receive the specified grant, loan, or
payment and acknowledges that this contract may be terminated and payment may be withheld if this
certification is inaccurate.”

**FAILURE TO AFFIX AN ORIGINAL SIGNATURE BELOW WILL RESULT IN
DISQUALIFICATION OF PROPOSAL SUBMITTED.**

Respectfully submitted,

By:

________________________________
(Signature)

________________________________
(Printed Name)

(Seal: If Proposal by a corporation)

________________________________
(Title)

Business Address: __________________________________

________________________________

Note: Submit one (1) Proposal with original signatures and three (3) identical copies of Pricing & Delivery
Submittal form, Execution of Offer form, and Qualifications in one (1) envelope.

Submit one (1) HUB Subcontracting Plan with original signatures and one (1) identical copy
in separate envelope.
EXECUTION OF OFFER
RFP NO. FM2016-001

THIS SECTION MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S PROPOSAL. FAILURE TO SIGN AND RETURN THIS SECTION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.

1. By signature hereon, Respondent offers and agrees to furnish the goods and/or services at the prices quoted and comply with all terms, conditions, requirements set forth in the RFP documents and contained herein. Respondent acknowledges and agrees that (1) this RFP is a solicitation for Proposal and is not a contract or an offer to contract; (2) the submission of a Proposal by Respondent in response to this RFP will not create a contract between UTA and Respondent; (3) UTA has made no representation or warranty, written or oral, that one or more contracts with UTA will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

2. By signature hereon, Respondent agrees that in the event it makes a false statement by affirming or certifying the information below, UTA may, at its option, reject Respondent’s Proposal without further liability. In addition, Respondent agrees to notify UTA in writing within thirty (30) days of any changes in the information affirmed or certified by Respondent below.

3. By signature hereon, Respondent affirms that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Proposal.

4. By signature hereon, Respondent affirms that it has not received compensation for participation in the preparation of the specifications for the RFP (ref. Texas Government Code Section 2155.004).

5. By signature hereon, Respondent affirms that the individual or business entity named in this Proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate (ref. Texas Government Code Section 2155.004).

6. By signature hereon, the Respondent hereby further certifies that, to the best knowledge of Respondent, neither Respondent, nor any affiliate of Respondent, nor anyone acting for Respondent, has violated the antitrust laws of the State of Texas codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal anti-trust laws, nor communicated directly or indirectly Respondent’s Proposal or Proposal made to any competitor or any other person engaged in the line of business which is the subject of this RFP.

7. A Proposal or application for a contract, grant or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) of the business entity submitting the Proposal or application. This disclosure is mandatory pursuant to Section 231.006, Family Code, and will be used for the purpose of determining whether an owner of Proposal with an ownership interest of at 25% is more than 30 days delinquent in paying child support.

_______________________________________ ______________________________________
(Name)     (Social Security Number)

_______________________________________ ______________________________________
(Name)     (Social Security Number)

_______________________________________ ______________________________________
(Name)     (Social Security Number)

_______________________________________ ______________________________________
(Name)     (Social Security Number)

8. By signature hereon, Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

9. By signature hereon, Respondent agrees to comply with Texas Government Code, title 10, Subtitle D, Section 2155.4441, relating to use of service contracts for products produced in the State of Texas.
10. By signature hereon, Respondent certifies that they are in compliance with Texas Government Code, Title 6, Subtitle B, Section 669.003 of the Government Code, relating to contracting with executive head of a state agency. If Section 669.003 applies, Respondent will complete the following information in order for the Proposal to be evaluated:

Name of Former Executive: ___________________________________
Name of State Agency: _______________________________________
Date of Separation from State Agency: ___________________________
Position with Proposal: _________________________________________
Date of Employment with Respondent: ____________________________

11. By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Proposal as defined in Texas Government Code 2155.444. In the case of a tie the award will be made in accordance with Texas Administrative Code Title 34 Rule §20.32 (68). Check below preference claimed under TAC Title 34, Rule §20.32:

( ) Texas Respondent.
( ) Texas and United States products and Texas services.
( ) Products of persons with mental or physical disabilities.
( ) Recycled, remanufactured or environmentally sensitive products.
( ) Energy efficient products.
( ) Rubberized asphalt paving materials.
( ) Recycled motor oil and lubricants.
( ) Products and services from economically depressed or blighted areas as defined in Texas Government Code §2306.004 or that meet the definition of a historically underutilized business zone as defined by 15 U.S.C. §632(p).
( ) Products produced at a facility located on property for which the owner has received a certificate of completion under §361.609, Health and Safety Code, if the goods meet state specifications regarding quantity, quality, delivery, life cycle costs, and price.
( ) Vendors that meet or exceed air quality standards.

12. By signature hereon, Respondent confirms that any dispute arising under a contract for goods and services for which this chapter applies must be resolved under the provisions of Chapter 2260 of the Texas Government Code.

13. By signature hereon, Respondent confirms that Respondent shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of this contract.

14. By signature hereon, Respondent agrees that information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").

15. By signature hereon, Respondent agrees that any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation and may result in disqualification.

16. By signature hereon, Respondent agrees that any contract resulting from this solicitation is contingent upon the continued availability of lawful appropriations by the Texas Legislature and/or allocation of funds by the Board of Regents of The University of Texas System (the "Board"). If the Legislature fails to appropriate or allot the necessary funds, or the Board fails to allocate the necessary funds, then UTA shall issue written notice to Contractor and UTA may terminate the contract without further duty or obligation hereunder. Contractor acknowledges that appropriation, allotment, and allocation of funds are beyond the control of UTA.

17. By signature hereon, Respondent understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds (Texas Government Code Section 2262.003). Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
18. By signature hereon, Respondent agrees to comply with all specifications, requirements, terms, and conditions set forth in this RFP and on any attachments hereto.

19. By signature hereon, Respondent certifies that, to the best knowledge of Respondent, all statements and information prepared and submitted to UTA in connection with this RFP are current, complete, and accurate.

20. By signature hereon, a corporate or limited liability company Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or a limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at UTA's option, may result in cancellation of this Contract and any Transaction Confirmation pursuant to this Contract.

21. By signature hereon, Respondent certifies that the individual signing this document and the documents made part of their Respondent is authorized to sign such documents on behalf of Respondent and to bind Respondent under any contract that which may result from the submission of this Respondent.

22. By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any University of Texas institution or any member of The University of Texas System Board of Regents, or Respondent has not been an employee of any University of Texas institution within the immediate twelve (12) months prior to the execution of this Contract.

23. By signature hereon, Respondent represents and warrants that all goods and services under this offered as a result of this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFP.

24. By signature hereon, Respondent confirms that neither Respondent nor its Principals are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from the award of contracts from United States (“U.S.”) federal government procurement or non-procurement programs, or are listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the U.S. General Services Administration. “Principals” means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager, plant manager, head of a subsidiary, division or business segment, and similar positions). Respondent shall provide immediate written notification to UTA if, at any time prior to award, Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. This certification is a material representation of fact upon which reliance will be placed if UTA enters into a contract with Respondent. If it is later determined that Respondent knowingly rendered an erroneous certification, in addition to the other remedies available to UTA, UTA may reject Respondent’s Respondent and terminate any resulting Contract for default by Respondent.

25. By signature hereon, Respondent acknowledges that UTA is prohibited by federal regulations from allowing any employee, subcontractor, or agent of Respondent to work on site at UTA’s premises or facilities if that individual is not eligible to work on federal healthcare programs such as Medicare, Medicaid, or other similar federal programs. Therefore, Respondent shall not assign any employee, subcontractor or agent that appears on the List of Excluded Individuals issued by the General Services Administration (GSA) System for Award Management, to work on site at UTA’s premises or facilities. Respondent shall perform a GSA sanctions check quarterly on each of its employees, subcontractors and agents during the time such employees, subcontractors and agents are assigned to work on site at UTA’s premises or facilities. Respondent acknowledges that UTA will require immediate removal of any employee, subcontractor or agent of Respondent assigned to work at UTA’s premises or facilities if such employee, subcontractor or agent is found to be on the GSA's List of Excluded Individuals. The GSA's List of Excluded individuals may be accessed through the following Internet website: https://www.sam.gov/portal/public/SAM/

26. By signature hereon, Respondent certifies that, except for restrooms and wash rooms and one (1) or more lactation rooms each of which is segregated on the basis of sex: (1) it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained; (2) it will not maintain or provide for its employees any segregated facilities at any of its establishments; and (3) it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Respondent agrees that a breach of this certification is a violation of Equal Opportunity provisions of Federal Law. The term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, entertainment areas,
transportation, or housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. Respondent further agrees that, except where it has contracts prior to the award with subcontractors exceeding $10,000.00 which are not exempt from the provisions of the Equal Opportunity provisions of Federal Law, Respondent will retain such certifications for each one of its subcontractors in Respondent’s files, and that it will forward the following notice to all proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES - A Certification on Non-segregated Facilities must be submitted prior to the award of any subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity provisions of Federal Law. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually). Respondent understands that the penalty for making false statements regarding the subject matters of this Section is prescribed in 18 U.S.C. 1001.

27. Not Used

28. By signature hereon, Respondent represents and warrants that is has not been the subject of allegations of Deceptive Trade Practices violations under Texas Business & Commerce Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that and that Respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have the subject allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

29. By signature hereon, Respondent certifies it is a small business and/or a minority/female owned business as defined by the State of Texas or as indicated below. Check status below:
   ( ) Small Business (House Bill 366, 64th Legislature)
   ( ) Minority/Female Owned Business (House Bill 2626, 73rd Legislature)
   ( ) Certified by Texas Department of Commerce
   ( ) Status not claimed

Complete the following:

If Respondent is a Corporation:

State of Incorporation: ____________________________

Charter No: ____________________________
FAILURE TO AFFIX AN ORIGINAL SIGNATURE BELOW WILL RESULT IN DISQUALIFICATION OF PROPOSAL SUBMITTED.

Submitted By:

__________________________  __________________________
(Company Name)               (Respondent’s Authorized Signature)

__________________________  __________________________
(Street Address)              (Printed Name/Title)

__________________________  __________________________
(City, State, Zip Code)        (Date)

__________________________  __________________________
(Telephone Number)             (Facsimile Number)

NOTICE:
You may be entitled to know what information The University of Texas at Arlington (U.T. Arlington) collects concerning you. You may review and have U.T. Arlington correct this information according to procedures set forth in UTS 139. The law is found in sections 552.021, 552.023 and 559.004 of the Texas Government Code.
HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

► If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
- Section 2 c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

► If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”; complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

► If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract* in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the “Agency Special Instructions/Additional Requirements”; complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
- Section 2 c. - No
- Section 2 d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

► If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.
HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

Agency Special Instructions/Additional Requirements

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent’s subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

4.10% for heavy constructions other than building contracts
24.45% for building construction, including general contractors and operative builders contracts
41.88% for special trade construction contracts
24.63% for professional services contracts
13.84% for other services contracts
20.41% for commodities contracts

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: ___________________________ State of Texas VID #: ___________________________
   Point of Contact: ___________________________________________ Phone #: ___________________________
   E-mail Address: ___________________________________________ Fax #: __________________________________

b. Is your company a State of Texas certified HUB? ☐ Yes ☐ No

c. Requisition #: ___________________________________________ Bid Open Date: ___________________________
   (mm/dd/yyyy)
SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an “Subcontractor” means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
   - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
   - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

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<tr>
<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.</td>
<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.</td>
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Aggregate percentages of the contract expected to be subcontracted: % % %

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
   - Yes (If Yes, continue to SECTION 4 and complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed.)
   - No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the “Agency Special Instructions/Additional Requirements”.
   - Yes (If Yes, continue to SECTION 4 and complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed.)
   - No (If No, continue to SECTION 4 and complete an “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed.)

*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into “new” contracts.
## SECTION 2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

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<th>Item #</th>
<th>Subcontracting Opportunity Description</th>
<th>HUBs</th>
<th>Non-HUBs</th>
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<td>Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.</td>
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*Aggregate percentages of the contract expected to be subcontracted: % % %

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*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.
SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded “No” to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

☐ - Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

☐ - No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

• The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.

• The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls).

• The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency’s prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.

• The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company’s headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature ____________________ Printed Name ____________________ Title ____________________ Date (mm/dd/yyyy)

Reminder:

➤ If you responded “Yes” to SECTION 2, Items c or d, you must complete an “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b.

➤ If you responded “No” SECTION 2, Items c and d, you must complete an “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed in SECTION 2, Item b.
**HSP Good Faith Effort - Method A (Attachment A)**

Enter your company’s name here: ____________________________ Requisition #: ______________________

**IMPORTANT:** If you responded “Yes” to SECTION 2, Items c or d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at [http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf](http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf).

### SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

- **Item Number:**
- **Description:**

### SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

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<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>VID Number (Required if Texas certified HUB)</th>
<th>Approximate Dollar Amount</th>
<th>Expected Percentage of Contract</th>
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**REMEMBER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency’s name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.
HSP Good Faith Effort - Method B (Attachment B)

Enter your company’s name here: ____________________________  Requisition #: ____________________________

**IMPORTANT:** If you responded “Yes” to SECTION 2, Items c or d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at [http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-subcontract-plan-qfe-achm-b.pdf](http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-subcontract-plan-qfe-achm-b.pdf).

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Description</th>
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**SECTION B-2: MENTOR PROTÉGÉ PROGRAM**

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- □ Yes (If Yes, to continue to SECTION B-4.)
- □ No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

**SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

When completing this section you MUST comply with items a, b, c, and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at [http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan](http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan).

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at [http://mycpa.state.tx.us/tpasscmblsearch/index.jsp](http://mycpa.state.tx.us/tpasscmblsearch/index.jsp). HUB Status code “A” signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

| Company Name | VID Number | Date Notice Sent (mm/dd/yyyy) | Did the HUB Respond?
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c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at [http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1](http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1).

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

| Trade Organizations or Development Centers | Date Notice Sent (mm/dd/yyyy) | Was the Notice Accepted?
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SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: 
Description:

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

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<tr>
<th>Company Name</th>
<th>Texas certified HUB</th>
<th>VID Number (Required if Texas certified HUB)</th>
<th>Approximate Dollar Amount</th>
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</table>

REMARK: If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMARKER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency’s name and point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency’s point of contact for the contract no later than ten (10) working days after the contract is awarded.
HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov’t Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of $100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

**SECTION: A PRIME CONTRACTOR’S INFORMATION**

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>State of Texas VID #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Point-of-Contact:</td>
<td>Phone #:</td>
</tr>
<tr>
<td>E-mail Address:</td>
<td>Fax #:</td>
</tr>
</tbody>
</table>

**SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION**

<table>
<thead>
<tr>
<th>Agency Name:</th>
<th>Phone #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Point-of-Contact:</td>
<td>Bid Open Date:</td>
</tr>
<tr>
<td>Requisition #:</td>
<td></td>
</tr>
</tbody>
</table>

**SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION**

1. Potential Subcontractor’s Bid Response Due Date:

   If you would like for our company to consider your company’s bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select on Date (mm/dd/yyyy).

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

   - Not Applicable

4. Bonding/Insurance Requirements:

   - Not Applicable

5. Location to review plans/specifications:

   - Not Applicable
# HUB Subcontracting Plan (HSP)
## Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

<table>
<thead>
<tr>
<th>Contract/Requisition Number:</th>
<th>Date of Award:</th>
<th>Object Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(mm/dd/yyyy)</td>
<td>(Agency Use Only)</td>
</tr>
</tbody>
</table>

Contracting Agency/University Name:

Contractor (Company) Name: ____________________________

State of Texas VID #:

Point of Contact: ____________________________

Phone #: ____________________________

Reporting (Month) Period: ____________________________

Total Amount Paid this Reporting Period to Contractor: $ ____________________________

---

**Report HUB and Non-HUB subcontractor information**

<table>
<thead>
<tr>
<th>Subcontractor’s Name</th>
<th>Subcontractor’s VID/Federal EIN Number or HUB Certificate Number [VID is required for all HUB subs]</th>
<th>*Texas Certified HUB? (Yes or No)</th>
<th>Total Contract $ Amount from HSP with Subcontractor</th>
<th>Total $ Amount Paid This Reporting Period to Subcontractor</th>
<th>Total Contract $ Amount Paid to Date to Subcontractor</th>
<th>Object Code (Agency Use Only)</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

**TOTALS:**

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Title:</th>
<th>Date:</th>
</tr>
</thead>
</table>

Printed Name: ____________________________

Phone No.: ____________________________

*Note: HUB certification status can be verified on-line at: [http://www2.cpa.state.tx.us/cmbl/hubonly.html](http://www2.cpa.state.tx.us/cmbl/hubonly.html)

Rev. 10/07
STANDARD AGREEMENT
BETWEEN OWNER AND CONTRACTOR
for
The University of Texas at Arlington
Construction Projects

This Agreement is made as of __________, 20____ (the “Effective Date”), by and between

The Owner: The University of Texas at Arlington
Office of Facilities Management
1225 W. Mitchell Street, Suite 205
Arlington, Texas 76019

and Contractor:

Texas Tax Account No. :

for the Project: General Contractor for Renovations to Stage Rigging in Texas Hall

UTUGC Version: 2013

Project Engineer: Jaster-Quintanilla, Dallas, LLP

The Owner and the Contractor agree as follows:
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<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>LIST OF EXHIBITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 SCOPE OF WORK</td>
<td>The following Exhibits are incorporated into the Agreement as if set out verbatim.</td>
</tr>
<tr>
<td>2 CONTRACT DOCUMENTS</td>
<td>Exhibit A: 2013 Uniform General Conditions for The University of Texas System Building Construction Contracts (UTUGCs)</td>
</tr>
<tr>
<td>3 THE CONTRACT SUM</td>
<td>Exhibit B: Owner’s Special Conditions contained in RFP # FM2015-008</td>
</tr>
<tr>
<td>4 TIME OF COMPLETION</td>
<td>Exhibit C: List of Drawings, Specifications Addenda, details and other documents developed by Project Engineer that describe the Project with the date they were issued, for RFP # FM2015-008</td>
</tr>
<tr>
<td>5 LIQUIDATED DAMAGES</td>
<td>EXHIBIT H: HUB Subcontracting Plan</td>
</tr>
<tr>
<td>6 HUB SUBCONTRACTING PLAN</td>
<td></td>
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<tr>
<td>7 SAFETY</td>
<td></td>
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<tr>
<td>8 CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK</td>
<td></td>
</tr>
<tr>
<td>9 PRE-EXISTING CONDITIONS</td>
<td></td>
</tr>
<tr>
<td>10 BONDS AND INSURANCE</td>
<td></td>
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<tr>
<td>11 OCIP INSURED PROJECT (Optional)</td>
<td></td>
</tr>
<tr>
<td>12 CONTRACTOR’S SPECIAL WARRANTIES AND RESPONSIBILITIES</td>
<td></td>
</tr>
<tr>
<td>13 INDEMNITY</td>
<td></td>
</tr>
<tr>
<td>14 PARTY REPRESENTATIVES</td>
<td></td>
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<tr>
<td>15 NOTICES</td>
<td></td>
</tr>
<tr>
<td>16 MISCELLANEOUS PROVISIONS</td>
<td></td>
</tr>
<tr>
<td>17 BONDS AND INSURANCE</td>
<td></td>
</tr>
</tbody>
</table>
ARTICLE 1   SCOPE OF WORK

The Contractor has overall responsibility for and shall provide and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Work, or any phase of the Work, in accordance with the Owner’s requirements and the terms of the Contract Documents.

ARTICLE 2   CONTRACT DOCUMENTS

2.1 The Contract Documents consist of:

   a. This Agreement and all exhibits and attachments listed, contained or referenced in this Agreement;
   b. The Uniform General Conditions for The University of Texas System Building Construction Contracts (UTUGC), applicable version identified, above;
   c. Special Conditions and Owner’s Specifications;
   d. All Addenda issued before the Effective Date of this Agreement;
   e. All Alternate Bid Proposals accepted by the Owner before the Effective Date of this Agreement;
   f. All Change Orders issued after the Effective Date of this Agreement;
   g. The Drawings, Specifications, details and other documents developed by Project Architect to describe the Project and accepted by Owner;
   h. The Drawings and Specifications developed or prepared by Owner’s other consultants, if any, and accepted by the Owner; and
   i. The HUB Subcontracting plan submitted by the Contractor in response to the Request for Proposals issued by the Owner for this Project.
   j. Contractor’s Proposal if incorporated into the Project. To the extent of any conflict between Contractor’s Proposal and any other Contract Document, the Contact Document shall govern.

2.2 The Contract Documents form the entire and integrated Contract between Owner and Contractor and supersede all prior negotiations, representations or agreements, written or oral.

ARTICLE 3   THE CONTRACT SUM:

3.1 The Owner shall pay the Contractor for performance of the Contract, including the Base Proposal and Alternate Proposal(s), the sum of __________________________ ($_________________), and make payment on account as provided in the UTUGCs.

3.2 The following Alternate Proposals, fully described in the Specifications and Drawings, are included as a part of the contract sum: __________________________.

ARTICLE 4   TIME OF COMPLETION:

The Owner shall issue a Notice to Proceed identifying the date for commencement of the Work. The commencement date shall be 10 or more days after the date the notice is issued. The Contractor shall achieve substantial completion of the Work within _____________________ (___) calendar days after the commencement date, as such completion date may be extended by approved Change Orders. THE TIME SET FORTH FOR COMPLETION OF THE WORK IS AN ESSENTIAL ELEMENT OF THE CONTRACT.
ARTICLE 5  LIQUIDATED DAMAGES:

For each consecutive calendar day after the expiration of the substantial completion period set forth in Article 4 that any incomplete Work prevents or impairs the Owner’s ability to operate and use the Project for its intended purposes, including the correction of deficiencies found during the final testing and inspection, the amount of __________________________________________________________________________________________ (________________) will be deducted from the money due or that becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of executing this Agreement of the damages that the Owner will sustain for late completion.

ARTICLE 6  HUB SUBCONTRACTING PLAN:

The Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Contractor, as a provision of the Agreement must comply with the requirements of the Policy and adhere to the HUB Subcontracting Plan submitted with Contractor's Proposal and attached as Exhibit I. No changes to the HUB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

ARTICLE 7  SAFETY

7.1 In accordance with the UTUGCs, Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the Occupational Safety and Health Act of 1970 and all other applicable federal, state and local laws and regulations and with the requirements of Owner’s project safety specification.

7.2 Contractor shall provide recommendations and information to Owner and Project Engineer regarding the assignment of responsibilities for safety precautions and programs, temporary Project facilities, and equipment, materials, and services for common use of the Subcontractors. Contractor shall verify that appropriate safety provisions are included in the Construction Documents. The existence or creation of any Owner controlled insurance program in connection with the Work shall not lessen or reduce the Contractor’s safety responsibilities.

ARTICLE 8  CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK

8.1 The Contractor shall be responsible for ensuring that no asbestos containing materials or work is included within the scope of the Work. The Contractor shall take whatever measures it deems necessary to insure that all employees, suppliers, fabricators, material men, subcontractors, or their assigns, comply with this requirement.

8.2 The Contractor shall insure that if any suspect asbestos containing material is encountered, the Contractor will immediately notify the Owner’s UTA Facilities Management Asbestos Program. The UTA Facilities Management Asbestos Program will perform or contract for any asbestos inspections, asbestos abatement, asbestos project management, and third-party asbestos monitoring.

8.3 AT SUBSTANTIAL COMPLETION AND FINAL COMPLETION THE CONTRACTOR SHALL PROVIDE A CERTIFICATION LETTER CERTIFYING THAT THE WORK DOES NOT CONTAIN ASBESTOS AS REQUIRED BY THE UTUGCS.
ARTICLE 9   PRE-EXISTING CONDITIONS

The Contractor acknowledges that it has been provided unrestricted access to the existing improvements and conditions on the Project site and that it has thoroughly investigated those conditions. Contractor’s investigation was instrumental in preparing its Proposal to perform the Work. Contractor shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor’s investigation.

ARTICLE 10   BONDS AND INSURANCE

10.1 The Contractor shall provide performance and payment bonds on forms prescribed by Owner and in accordance with the requirements set forth in the UTUGCs. The penal sum of the payment and performance bonds shall be equal to the Contract Sum.

10.2 The Contractor shall not commence work under the Agreement until it has obtained all insurance coverage as required by the UTUGCs and until evidence of the required insurance has been reviewed and approved by the Owner. Owner’s review of the insurance shall not relieve nor decrease the liability of the Contractor.

ARTICLE 11   OCIP INSURED PROJECT   Not Used

ARTICLE 12   CONTRACTOR’S SPECIAL WARRANTIES AND RESPONSIBILITIES

12.1 Contractor agrees and acknowledges that Owner is entering into this Agreement in reliance on Contractor's represented expertise and ability to provide construction services. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner’s requirements and procedures.

12.2 Contractor represents and agrees that it will perform its services in accordance with the usual and customary standards of Contractor’s profession or business and in compliance with all applicable national, federal, state, and municipal, laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction over the Project. Contractor agrees to bear the full cost of correcting Contractor’s negligent or improper work and services, those of its consultants, and any harm caused by the negligent or improper work or services.

12.3 Contractor's duties shall not be diminished by any approval by Owner nor shall the Contractor be released from any liability by any approval by Owner, it being understood that the Owner is ultimately relying upon the Contractor’s skill and knowledge in performing the services required by this Agreement.

12.4 Contractor represents and agrees that all persons connected with the Contractor directly in charge of its services are duly registered and/or licensed under the laws, rules and regulations of any authority having jurisdiction over the Project if registration is required.

12.5 Contractor represents and agrees to advise Owner of anything of any nature in any drawings, specifications, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Contractor (by the Owner or any other party) that is, in its opinion, unsuitable, improper, or inaccurate for the purposes for which the document or data is furnished.

12.6 The Contractor represents and agrees to perform its services under this Agreement in an expeditious and economical manner consistent with good business practices and the interests of Owner.
12.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under this Agreement.

12.8 Contractor represents and agrees that the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and to bind Contractor to its terms.

12.9 Contractor shall designate a representative authorized to act on Contractor’s behalf with respect to the Project.

12.10 Contractor shall establish and maintain a numbering and tracking system for all Project records including, but not limited to, changes, requests for information, submittals, and supplementary instructions and shall provide updated records to the Owner when requested.

12.11 Except for the obligation of Owner to pay Contractor certain fees, costs, and expenses pursuant to the terms of this Agreement, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, employee, or regent of Owner, The University of Texas System, or of the components comprising The University of Texas System, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 13 INDEMNITY

13.1 See Article 3 of the Uniform General Conditions for University of Texas System Building Construction Contracts for Contractor’s General Indemnification Obligations.

ARTICLE 14 PARTY REPRESENTATIVES

14.1 The Owner’s Designated Representative authorized to act in the Owner's behalf with respect to the Project is:

Mr. Troy Yoder  
Director of Institutional Construction  
1225 W. Mitchell Street, Suite 205  
Box 19228  
Arlington, TX 76019  
Phone: 817-272-3232  
Email: yoder@uta.edu

14.2 The Contractor’s designated representative authorized to act on the Contractor’s behalf and bind the Contractor with respect to the Project is:

[Name]  
[Title]  
[Address]  
[Phone Number]  
[Email Address]

14.3 The parties may make reasonable changes in their designated representatives upon advance written notice to the other party.
ARTICLE 15  NOTICES

Notices of claims or disputes or other legal notices required by this Agreement shall be sent to the following persons at the indicated locations.

If to Owner: Mr. Troy Yoder  
Director of Institutional Construction  
1225 W. Mitchell Street, Suite 205  
Box 19228  
Arlington, TX 76019  
Phone: 817-272-3232  
Email: yoder@uta.edu

If to Contractor: [Name]  
[Company Name]  
[Street Address]  
[City, State, Zip]  
[Fax No.]

The parties may make reasonable changes in the person or place designated for receipt of notices upon advance written notice to the other party.

ARTICLE 16  MISCELLANEOUS PROVISIONS

16.1 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor’s interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party without the written consent of the Owner.

16.2 Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

16.3 Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, Service Provider certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

16.4 Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

16.5 Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.
16.6 Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

16.7 Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

16.8 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Tarrant County, Texas shall be the sole places of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

16.9 Waivers. No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

16.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

16.11 Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

16.12 Records. Records of Contractor’s costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

16.13 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last known business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

16.14 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

16.15 Illegal Dumping. The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

16.16 By signature hereon, Contractor certifies that no member of the Board of Regents of The University of Texas System, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract.
16.17 Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand the following:

University’s Conflicts of Interest Policy available at [http://www.uta.edu/policy/hop/adm/5/508](http://www.uta.edu/policy/hop/adm/5/508)


and applicable state ethics laws and rules available at [http://www.utsystem.edu/ogc/ethics](http://www.utsystem.edu/ogc/ethics)

Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University’s Conflicts of Interest Policy, provisions described by University’s Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.
BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

(SEAL)                                                      (Contractor)

ATTEST:

By: ___________________________            By: ___________________________
   (original signature)               (original signature)

_____________________________            _______________________________
   (name and title typed)             (name and title typed)

THE UNIVERSITY OF TEXAS AT ARLINGTON
(Owner)

By: ________________________________
   (original signature)

Name: John D. Hall
Title: Vice President for Administration and Campus Operations
THE UNIVERSITY OF TEXAS AT ARLINGTON
INSURANCE REQUIREMENTS

If this Contract requires the presence of Contractor, its employees, agents, suppliers or subcontractors (if any) on the property of The University of Texas at Arlington, Contractor will maintain and cause its agents, suppliers and subcontractors (if any) to maintain the following insurance coverage’s with companies authorized to do insurance business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code, having an A.M. Best Rating of A- : VII or better, and in amounts not less than the following minimum limits of coverage:

<table>
<thead>
<tr>
<th>TYPE OF COVERAGE</th>
<th>MINIMUM LIMITS OF LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Employer’s Liability:</td>
<td>$1,000,000 per Accident, Employee &amp; Policy Limit</td>
</tr>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 per Occurrence</td>
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<tr>
<td></td>
<td>Including contractual liability</td>
</tr>
<tr>
<td>Personal &amp; Advertising Injury</td>
<td>$1,000,000 per Occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000 per Policy Limit</td>
</tr>
<tr>
<td>Product/Completed Ops</td>
<td>$2,000,000 Aggregate</td>
</tr>
<tr>
<td>Automobile Liability</td>
<td>$1,000,000 Single Limit</td>
</tr>
<tr>
<td></td>
<td>Must cover all owned, non-owned or hired automobiles,</td>
</tr>
</tbody>
</table>

All policies (with the exception of Workers’ Compensation and Employer’s Liability) will be endorsed and name The University of Texas at Arlington, the Board of Regents of the University of Texas System (“Board”) and their officers and employees as Additional Insured’s for liability caused in whole or in part by Contractor’s acts or omissions with respect to its on-going and completed operations up to the actual liability limits of the required insurance policies maintained by Contractor. Commercial General Liability Additional Insured endorsement including ongoing and completed operations coverage will be submitted with the Certificates of Insurance. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage.

All Policies will be endorsed to provide a Waiver of Subrogation in favor of The University of Texas at Arlington and the Board. No policy will be canceled until after thirty (30) days unconditional written notice to University. All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to University thirty (30) days prior to any cancellation, material change, or non-renewal to any insurance policy required from University. Additional evidence of insurance will be provided verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

Certificate Holder:
University of Texas at Arlington
Office of Facilities Management
Box 19228
Arlington, TX  76019

Place the following in the “Description of Operations…” section of the certificate:
“For the Project, General Contractor for Renovations to Stage Rigging in Texas Hall, The University of Texas at Arlington, The Board of Regents of The University of Texas System (“Board”), and their officers and employees are named as additional insured on the above policies except Worker’s Compensation. Waiver of Subrogation is provided in favor of certificate holder – The University of Texas at Arlington and the Board” as required by written contract between named insured and the certificate holder.
PERFORMANCE BOND

Surety Bond No.______________

STATE OF TEXAS § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF §

That we, ____________________________________________________, as Principal, and ____________________________________________________, as Surety, are hereby held and firmly bound unto the State of Texas as Obligee in the penal sum of ____________________________ Dollars ($_________________) for payment whereof the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the State of Texas, acting by and through The University of Texas at Arlington for and on behalf of dated _________________________, 2014, for project ____________________________________.

NOW THEREFORE, the condition of this obligation is such that, if the Principal shall faithfully perform the said Contract in accordance with the Plans and Specifications and Contract Documents, and shall fully indemnify and save harmless the State of Texas from all cost and damage which the State of Texas may suffer by reason of Principal's default or failure so to do and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

In the event that the Principal is declared in default under the said Contract, the Surety will within Fifteen (15) days of the State of Texas' declaration of such default take over and assume completion of said contract and become entitled to the payment of the balance of the Contract Price. Conditioned upon the Surety's faithful performance of its obligations, the liability of the Surety for the Principal's default shall not exceed the penalty of this bond.

The Surety agrees to pay to the State of Texas upon demand all loss and expense, including attorney's fees, incurred by the State of Texas by reason of or on account of any breach of this obligation by the Surety.

This bond is issued pursuant to the requirements of Section 2253.021, Texas Government Code, as amended.

Provided further, that if any legal action be filed upon this bond, venue shall lie in the county where the said Contract is to be performed.

Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the said Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the said Contract or to the work or to the Specifications.

By signature hereon, if the amount of this bond exceeds $100,000, then the Surety attests
that at the time the bond was executed (and Surety shall provide the Obligee with evidence of the following):

(1) it was a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or

(2) had reinsured any liability in excess of $100,000 by a reinsurer holding a certificate of authority from the United States Secretary of the Treasury.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this ______ day of ________________________ in the year ________, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL) ____________________________________________
Principal

ATTEST:

By: ________________________________ By: ________________________________

______________________________ (Typed Name and Title) ________________________________ (Typed Name and Title)

(SEAL) ____________________________________________
Surety

ATTEST:

By: ________________________________ By: ________________________________

______________________________ (Typed Name and Title) ________________________________ (Typed Name and Title)

Surety's Texas Local Recording Agent or Servicing Agent:

__________________________ (Signature)

______________________________ (Typed Name)
License No. __________________________
File No. __________________________
Address: __________________________

__________________________ (Typed Name)
Name: __________________________
Title: __________________________
Address: __________________________

__________________________ (Signature)
Telephone No.: ____________________

Surety's Home Office Agent or Servicing Agent:

Name: __________________________
Title: __________________________
Address: __________________________

Telephone No.: ____________________
PAYMENT BOND

Surety Bond No.________________________

STATE OF TEXAS §

COUNTY OF §

KNOW ALL MEN BY THESE PRESENTS:

That we, ______________________________________________________, as Principal, and ______________________________________________________, as Surety, are hereby held and firmly bound unto the State of Texas as Obligee in the penal sum of ______________________ DOLLARS ($____________) for the payment whereof, the said Principal and Surety bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the Principal entered into a certain contract, hereto attached, and made a part hereof, with the State of Texas, acting by and through The University of Texas at Arlington for and on behalf of, dated ___________________, 2014, for project ____________________________________________________.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly make payments to all claimants as defined in Section 2253.021, Texas Government Code, as amended, of all persons supplying labor and materials in the prosecution of the work provided for in said contract, then this obligation shall be null and void, but otherwise it shall remain in full force and effect.

In the event that the Principal fails to promptly pay when due persons who have supplied labor, materials, or supplies used in the performance of the said contract, the Surety will, upon receipt of notice from the State of Texas or a claim in the form required by law, satisfy all undisputed balances due, and make arrangements satisfactory to the interested parties to resolve all amounts disputed in good faith, but in no event shall the liability of the Surety for the Principal's failure to promptly pay for labor, materials, or supplies exceed the penalty of this bond.

This Surety agrees to pay the State of Texas upon demand all loss and expense, including attorney's fees, incurred by the State of Texas by reason or on account of any breach of this obligation by Surety.

Provided further, that this bond is made and entered into for the protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract, and all such claimants shall have a direct right of action under the bond as provided in Section 2253.021, Texas Government Code, as amended. If any legal action is filed upon this bond, venue shall be in the county where the said Contract is to be performed.

By signature hereon, if the amount of this bond exceeds $100,000, then the Surety attests that at the time the bond was executed (and Surety shall provide the Obligee with evidence of the following):
(1) it was a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety on obligations permitted or required under federal law; or

(2) had reinsured any liability in excess of $100,000 by a reinsurer holding a certificate of authority from the United States Secretary of the Treasury.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _______________ day of ____________________________ in the year ________, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(SEAL)  

Principal

ATTEST:

By: ____________________________  By: ____________________________

(Typed Name and Title)  (Typed Name and Title)

(SEAL)  

Surety

ATTEST:

By: ____________________________  By: ____________________________

(Typed Name and Title)  (Typed Name and Title)
Surety's Texas Local Recording Agent or Resident Agent:

(Signature)

(Typed Name)
License No. ____________________________
File No. ____________________________
Address: ____________________________

Surety's Home Office Agent or Servicing Agent:

Name: ____________________________
Title: ____________________________
Address: ____________________________

Telephone No. ____________________________
MINIMUM WAGE RATE DETERMINATION

The University of Texas at Arlington is the contracting agency for this construction project. The following statute requires the contracting agency to specify the generally minimum rates of wages in contracts.

Government Code 2258
“Construction of Public Works in State and Municipal or Political Subdivisions; Prevailing Wage Rates to be maintained”
and
The Uniform General and Supplementary General Conditions for University of Texas System Building Construction Contracts

Pursuant to the requirements of this statute, we have determined that the following rates of wages are paid to various classifications of workers in the locality of this project.

Total hourly compensations to each worker must equal or exceed the minimum wage rates stated in the following attachment. Contributions by a worker toward health, pension, vacation, and the like are part of the worker’s pay; contributions by the employer are not. Any dollar amounts shown in columns for health, pension, and vacation may be paid either in case or in kind. Workers in classifications where rates are not identified shall be paid not less than the general minimum rate of “laborer” for the various classifications of work therein listed.

All hours of work over 40 hours per week are overtime and will be compensated at the rate of 1 and ½ times the regular wage.

Trainees/helpers, where not otherwise specified above, may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but a rate not less than 60% of the journeyman’s wage nor less that the Laborers (General ) rate. At no time shall a journeyman supervise more than two of apprentices, trainees or helpers. All apprentices/trainees/helpers shall be under the direct supervision of a journeyman working as a crew.
The University of Texas System  
Office of Facilities Planning and Construction  
Date: August 31, 2010  
Construction Type: Building  
Area: Dallas/Fort Worth

<table>
<thead>
<tr>
<th>Building Construction Trade Classification</th>
<th>Prevailing Wage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carpenter</td>
<td>$13.75</td>
</tr>
<tr>
<td>Concrete Finisher</td>
<td>$12.75</td>
</tr>
<tr>
<td>Drywall / Ceiling Installer</td>
<td>$12.50</td>
</tr>
<tr>
<td>Electrician</td>
<td>$15.88</td>
</tr>
<tr>
<td>Elevator Mechanic</td>
<td>$22.45</td>
</tr>
<tr>
<td>Fire Proofing Installer</td>
<td>$16.71</td>
</tr>
<tr>
<td>Flooring Installer</td>
<td>$14.38</td>
</tr>
<tr>
<td>Glazier</td>
<td>$17.00</td>
</tr>
<tr>
<td>Heavy Equipment Operator</td>
<td>$14.75</td>
</tr>
<tr>
<td>Ironworker</td>
<td>$14.75</td>
</tr>
<tr>
<td>Laborer</td>
<td>$10.00</td>
</tr>
<tr>
<td>Light Equipment Operator / Driver</td>
<td>$11.88</td>
</tr>
<tr>
<td>Mason / Bricklayer</td>
<td>$18.00</td>
</tr>
<tr>
<td>Painter</td>
<td>$12.31</td>
</tr>
<tr>
<td>Pipefitter</td>
<td>$15.50</td>
</tr>
<tr>
<td>Piping / Ductwork Insulator</td>
<td>$15.00</td>
</tr>
<tr>
<td>Plumber</td>
<td>$15.50</td>
</tr>
<tr>
<td>Roofer</td>
<td>$12.88</td>
</tr>
<tr>
<td>Sheetmetal Worker</td>
<td>$14.15</td>
</tr>
<tr>
<td>Sprinkler Fitter</td>
<td>$21.37</td>
</tr>
<tr>
<td>Tile Setter</td>
<td>$16.44</td>
</tr>
<tr>
<td>Waterproofer</td>
<td>$14.00</td>
</tr>
</tbody>
</table>

(1) Wages shown are for entry level, minimum wages for each classification and do not include fringe benefits.

Unlisted classifications needed for work not included within the scope of the classifications listed may not be added after award. The job classifications are not inclusive of all possible trades on the construction project.

It is the responsibility of the contractor to classify the worker in accordance with the published classifications, and demonstrate that workers are paid commensurate with determined rates.
1. GENERAL SAFETY

The purpose of these procedures is to provide a safe work environment for all individuals at the University of Texas Arlington (UT Arlington). All contractors performing services on the UT Arlington campus shall comply with all applicable local, state and federal policies. This includes implementing and providing any required employee training and/or written programs.

Before providing any services, the contractor shall furnish to the Environmental Health & Safety Office (EH&S) a copy of all applicable required written programs and documentation of training for all employees under their control.

2. APPLICABLE REGULATIONS

The terms pollutant, pollution, hazardous waste, hazardous substance, hazardous material, or contaminant, refer to any toxic or harmful substance as defined by the Occupational Safety & Health Act (OSHA), the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental
Response, Compensation, and Liability Act (CERCLA), the Superfund Amendments and Reauthorization Act (SARA), the National Fire Protection Association (NFPA), Texas Regulations for Control of Radiation (TRCR) and/or any other applicable federal, state, or local law, rule, or regulation.

The following OSHA regulations may apply to services performed and require the contractor to provide proper employee training, documentation of employee proficiency, and/or a written program:

- Personal Protective Equipment, 29 CFR 1910, Subpart I
- Permit-Required Confined Spaces, 29 CFR 1910.146, Subpart J
- The Control of Hazardous Energy (Lockout/Tagout), 29 CFR 1910.147, Subpart J
- Welding, Cutting, and Brazing, 29 CFR 1910, Subpart Q
- Electrical, 29 CFR 1910, Subpart S
- Bloodborne Pathogen, 29 CFR 1910.1030, Subpart Z
- Cranes, Derricks, Hoists, Elevators & Conveyors, 29 CFR 1926, Subpart N
- Fall Protection, 29 CFR 1926, Subpart M
- Excavation, 29 CFR 1926, Subpart P
- Scaffolds, 29 CFR 1926, Subpart L

3. FIRE & LIFE SAFETY REQUIREMENTS

The following information regarding fire and life safety requirements on the UT Arlington campus shall be adhered to during all phases of construction activity:

**Hot Work Permit**
Hot work can be any of the following: electric arc welding, oxygen acetylene welding, tig/mig welding, cutting/soldering, propane torch, grinding, torch applied roofing, tar kettles and/or any other activity or the use of a device that creates heat or sparks. Before beginning any of these hot work activities the contractor must obtain a Hot Work Permit issued by the EH&S office. Prior to beginning hot work, all individuals performing the hot work, as well as the required fire watch, must complete UT Arlington’s Hot Work Training (provided by EH&S). Please call EH&S at 817-272-2185 at least one day prior to requesting a Hot Work Permit to make arrangements for training. Contractors should also contact EH&S directly when they are ready for the permit to be issued at the site.

**Fire Extinguishers**
Contractor furnished fire extinguishers are required on all job sites to meet NFPA requirements.

**Nuisance Alarms**
Prior to beginning any operation that will affect the fire alarms system (i.e., dust, smoke, steam, fog, etc.) contact EH&S to arrange for the temporary disabling and/or disconnection of any potential affected smoke detectors.

**Means of Egress**
Means of egress must be maintained from occupied spaces at all times. Reduction in required exit width, reduction in the number of means of egress, and/or temporary egress must be approved in advance by EH&S. Temporary exit signs must be in place at all times where necessary.
Emergency Access
Fire Department emergency access, to include the approach and all designated fire lanes, must be in place prior to building construction. In addition to UT Arlington Police Dept. approval, EH&S must be informed of all temporary street obstructions or closures.

Flammable/Combustible Storage
The use of mobile or temporary storage tanks containing flammable or combustible materials will require prior written approval from EH&S.

Temporary Structures
Temporary structures, including tents, shall be erected and secured in a safe manner. A site plan and a flame retardant certificate shall be provided to EH&S prior to the erection of a tent or temporary structure.

4. PROCEDURES TO FOLLOW WHILE ON THE UT ARLINGTON CAMPUS

Equipment Cleaning
Equipment should be cleaned in a manner that does not create any discharge of cleaning agents, paints, oil, or other pollutants to a storm sewer or waterway. Soaps and detergents should never be discharged to the ground or off-site. When rinsing painting equipment outside, contain rinse water in a bucket or other container. Water-based or latex paint rinse water may be discharged to the sanitary sewer. Oil-based paint wastes, including solvents and thinners, should not be disposed into the sanitary sewer. They must be collected and disposed of through the contractor's disposal company. Cement handling equipment should be rinsed in a contained area so there is no drainage off-site.

Asbestos Containing Materials
Before beginning work in any UT Arlington campus building, the contractor shall verify that no asbestos containing or suspected asbestos containing materials will be damaged or disturbed during any portion of the work to be performed. This can be verified through the UT Arlington Asbestos Program office at 817-272-7008. If the contractor incidentally damages or disturbs asbestos containing or suspected asbestos containing materials during any portion of the work, the contractor shall immediately stop work in that area, restrict access to the area, and contact the Facilities Management Office at 817-272-3571. All personnel working on the campus who may come into contact with suspected asbestos containing materials must attend a 2-hour asbestos awareness class that will be provided by UT Arlington's Asbestos Program office. The training will be held on the UT Arlington campus at a location to be determined. This awareness training will not meet the OSHA asbestos training requirements for workers removing asbestos containing materials or the training requirements for an asbestos competent person.

Trash/Debris Disposal
All trash or debris must be cleaned daily, contained on-site and disposed of in a recycling bin or waste receptacle to prevent wind or rain from carrying it off-site into a storm drain or waterway. Petroleum wastes, such as waste oil and used oil filters, should be containerized for recycling or disposal by the contractor. Non-hazardous solid wastes, such as general construction debris, can be recycled or disposed of in the trash container. Never place liquid wastes of any kind in dumpsters.

Ionizing/Non-Ionizing Radiation
The contractor may not bring radioactive materials, radiation-producing machines, and/or class IIIb or
class IV laser devices on campus without first notifying and obtaining written approval from the UT Arlington Radiation Safety Officer (RSO). Additionally, if it is necessary for a contractor to enter any campus area that is posted “Radioactive Material,” “X-ray Radiation,” or “Danger Laser,” they must first notify and obtain approval from the RSO. The RSO may be reached in EH&S at 817-272-2185.

5. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

- The contractor shall maintain a legible copy of a current Material Safety Data Sheet (MSDS) for each hazardous chemical brought to the construction site. MSDS(s) shall be readily available, on request, for review by University personnel.
- The Contractors will conduct daily safety inspections of all assigned areas to identify and correct hazards.
- The Contractor will provide employees with required personal protective equipment.
- The Contractors are responsible for establishing and maintaining an effective Housekeeping Program. The Contractors are responsible for cleaning up and properly disposing of all spilled pollutants brought to the site, including oil, paint, fuels, antifreeze, solvents, etc. Contractors should keep accurate records (such as receipts, copies of analytical results, etc.) indicating proper disposal of spilled materials.
- The Contractors are responsible for ensuring that all discharges from the site are in compliance with applicable regulations.
- No substance that might cause pollution should be dumped, leaked onto the ground, or allowed to run-off of a construction site. Be aware that the contractor is responsible for pollutant contaminated run-off and proper disposal of all waste materials generated.
- No substance should be abandoned on UT Arlington property.

6. STORM WATER REQUIREMENTS

Storm Water Management
UT Arlington has implemented a Storm Water Management Plan covering that portion of the municipal separate storm water system within the corporate boundary of the City of Arlington operated by UT Arlington. Prior to beginning construction, contractors are required to submit a Storm Water Pollution Prevention Plan for review by the EH&S Office and the UT Arlington Storm Water Management (SWM) Team.

The purpose of this section is to inform contractors about the Storm Water Pollution Prevention Plan (SWPPP) requirements for UT Arlington. UT Arlington is a co-permittee with the city of Arlington, which is considered a large MS4.

Construction is a specialized type of industrial activity that involves intense, varied activities in a limited area. Erosion and sedimentation are two of the largest potential problems from these sites. Debris and on-site chemicals are other sources to consider.

SWPPPs
A Storm Water Pollution Prevention Plan (SWPPP), if required, must be submitted to EH&S for review no less than two (2) weeks before a project is scheduled to begin. The plan must be approved by EH&S before any earth moving activity takes place. In addition, one of the requirements of a SWPPP will be a
field verification (walking of the site). This will be performed by the author of the SWPPP along with EH&S staff.

A SWPPP should include (but not be limited to) the following:
- Site description
- Project and soil description
- List of potential pollutants
- Detailed site map (erosion control plan)
- Description of construction support activities
- Copy of construction general permit
- Copy of Notice of Intent (NOI)- large construction projects, or a Construction Site Notice (CSN) for small construction projects
- Discharge plans (filtering and pumping storm water from the site)

**Inspections**
Inspections will be conducted on a weekly basis. Sites will be walked together by a representative from EH&S and the contractor.

**BMPs**
BMPs must be installed prior to any earth disturbing activity. Even small projects such as boring, saw cutting, trenching, etc. will be required to utilize erosion and sediment controls. A list of approved BMPs can be found in the integrated Storm Water Management Technical Manual – Construction Controls. ([http://iswm.nctcog.org/Documents/technical_manual/Construction_Controls_4-2010b.pdf](http://iswm.nctcog.org/Documents/technical_manual/Construction_Controls_4-2010b.pdf)). This manual was produced by the North Central Texas Council of Governments (NCTCOG [http://www.nctcog.dst.tx.us/](http://www.nctcog.dst.tx.us/)) and provides the design criteria for permanent and temporary structural controls during preconstruction, construction, and post construction phases.

**Silt Fence and Inlet Protection Requirements**
Silt fence materials and installation requirements must meet stated technical specifications ([silt fence and inlet protection specs - http://www.uta.edu/campus-ops/ehs/stormwater/docs/silt-fence.pdf](http://www.uta.edu/campus-ops/ehs/stormwater/docs/silt-fence.pdf)). All inlet protection must be anchored with orange colored gravel bags. There should be no protruding or bent wires that may be potential safety hazards. Such wires must be clipped off, tied down or bent back into place.

**Stormwater Pollution Prevention Signage**
All permitted construction projects must display appropriate signage. The following link contains examples for both small and large construction sites. ([http://www.uta.edu/campus-ops/ehs/stormwater/docs/swppp-signs.pdf](http://www.uta.edu/campus-ops/ehs/stormwater/docs/swppp-signs.pdf)). Small construction site notices must contain the operator name, contact name and number, project description, and location of SWPPP. Large site notices should include all the previous items plus a Notice of Intent and the site specific TPDES authorization number. Signs must be displayed at the main entrance.

**Permit Coverage Requirements**
The size of a project determines the amount of regulation. The flow chart on page 8 will help contractors determine which regulations apply to their particular project.

**Final Stabilization**
Final stabilization of a construction site is satisfied when all soil disturbing activities are complete and a uniform vegetative cover with 70 percent coverage has been established. Disturbed areas that will not
be re-disturbed for 21 days must be stabilized by the 14th day after the last disturbance.

**Erosion/Sediment Control**
Proper erosion and sedimentation controls must be in place to prevent sediment or silt run-off. Sediment (including cement) should never be rinsed off the site; instead, it should be cleaned up in a manner that does not allow it to reach a storm drain or waterway. Equipment tires may be rinsed before leaving the site to avoid tracking sediment into the roadway or off the site.

**Stormwater Pollution Prevention Resources**
Texas Commission on Environmental Quality (TCEQ) [Stormwater Program](http://www.tceq.texas.gov/permitting/stormwater/sw_permits.html)

**Separators or Traps**
Before removing oil/water separators or traps connected to the sanitary sewer, the materials in them must have been tested within the last two years (Toxicity Characteristic Leachate Procedure or TCLP) before they are cleaned out. Be aware that this test may take three weeks to complete if a recent test has not been completed, so plan accordingly. Documentation of the test results must be submitted to EH&S for review and approval before emptying or removing the trap.

7. **SPILL PREVENTION, CLEAN-UP AND DISPOSAL**

**SPCC (Spill Prevention Control and Countermeasure)**
Contractors are required to have materials on hand at all times in the event of a spill. They are required to notify EH&S at 817-272-2185 immediately if a spill occurs. Additionally, MSDSs are required to be on site for any and all chemicals on site.

**Petroleum**
Spills of hydraulic fluid, oil and other petroleum products should always be immediately cleaned up to prevent discharge of these fluids with storm water run-off. Petroleum contaminated soil should be cleaned up and disposed of properly. Storage containers should be kept closed, clean, and free of oily residue. Construct a liquid-tight bermed area for temporary fuel tanks used during construction.

**Plan Ahead**
It is cheaper to prevent spills than to mitigate them. Be prepared to contain or dike spills to prevent spreading. Small areas are easier to clean than large ones. Keep sorbent materials such as clay (kitty litter), polypropylene booms and pads, rags and sawdust on hand for clean-up of spilled liquids.

**Clean-up**
Sorbent materials can be used to effectively clean up various materials spilled on pavement, water, and soil. Soil or other media that has been contaminated with petroleum or other pollutants should be excavated or remediated to prevent contaminated discharges to a storm drain or waterway. Excavated
contaminated materials should be stored in containers or on plastic and covered so that the contamination is not flushed back onto the ground during a rainstorm.

**Contaminated Material Disposal**
Proper disposal of waste materials depends partly on the type of contaminant. Hazardous wastes (such as flammable petroleum products and solvents, thinners) and materials contaminated with hazardous wastes are considered regulated wastes, and should be containerized for transport and disposal by a permitted company. Disposal also depends on the amount of contaminant. For information on testing of contaminated soil and disposal options, contact EH&S at 817-272-2185.

## 8. SPILL AND COMPLIANCE RESPONSE PROGRAM

EH&S has a program to enforce water quality regulations and assist you in compliance with those regulations. The EH&S staff respond 24 hours a day, 7 days a week to hazardous materials spills and spills which threaten surface water quality within UT Arlington. Investigations are conducted to determine compliance with environmental laws and regulations and ensure corrective actions are taken when necessary. Discharges of any material or substance that will cause, or could potentially cause, pollution to surface waters is strictly prohibited. Staff have specialized training in hazardous materials response and spill clean-up regulations. For information about spill clean-up requirements and other regulations, contact EH&S at 817-272-2185.

## 9. NOTIFICATION REQUIREMENTS AND PROCEDURES

The contractor shall immediately notify EH&S in the event of:

- Any spill that threatens to enter a storm sewer or watercourse.
- All petroleum spills, e.g. hydraulic fluid, transmission fluid, diesel, gasoline, etc.
- Contact with asbestos containing or suspected asbestos containing materials.
- Any hazardous or unknown material spill, e.g. many solvents, cleaners, etc.
- Any discharge from the site that is suspected to be in violation of local, state, and/or federal regulations, e.g. discharges that are cloudy, foul-smelling, colored, contain chemicals or heavy sediment loads.

## 10. CONTACT INFORMATION

Environmental Health & Safety  817-272-2185  
Office hours – M–F - 8:00 am to 5:00 pm

Facilities Management  
Main  817-272-3571  
Asbestos Program  817-272-7008  
After-hours Emergency  817-272-3581

UT Arlington Police Department  
Emergency  817-272-3003  
Non-emergency  817-272-3381
SWPPP Permit Coverage Requirements Flowchart
(based on amount of land disturbed)

How much land will be disturbed? (*1)

- < 1 acre (*1)
- 1 or more acres (*1)

Do you meet the definition of "operator?" (*2)

Will 5 or more acres be disturbed? (*1)

NO

Permit Coverage Required
- Prepare and Implement SWP3
- Post Site Notice
- Submit Copy of Site Notice to MS4 Operator

NO

Are you a "primary operator?" (*2)

YES

Permit Coverage Required
- Prepare and Implement SWP3
- Submit NOI to TCEQ
- Post NOI and Site Notice
- Submit Copy of NOI to MS4 Operator

Permit Coverage Not Required

(*1) To determine the size of the construction project, use the size of the entire area to be disturbed, and include the size of the larger common plan of development or sale, if the project is part of a larger project (refer to Part I.B., "Definitions," for an explanation of "larger common plan of development or sale").

(*2) Refer to the definitions for "operator," "primary operator," and "secondary operator" in Part I., Section B. of this permit.
Hot Works Question Set

General Information
1. Department of Requestor (Single-Pick)
2. Name of Requestor
3. Location Description
4. Starting Date and Time
5. Stopping Date and Time
6. Person(s) Performing Hot Work
7. Have person(s) performing hot work completed UTA Hot Work/Fire Extinguisher Training within the last year?
8. Contact Number
9. Type of Work to be Performed
10. Description of Work to be Performed

Precautions Checklist
1. Hot work equipment is in good repair and appropriate for work being performed
2. Appropriate PPE is available and will be utilized
3. Protective dividers such as welding curtains to protect from public view or non-combustible wall will be provided
4. Vendor/department has supplied the person performing fire watch with suitable type and sufficient number of fire extinguishers (minimum 10 lb. ABC)
5. All fire extinguishers have current inspections and are operable
6. Person Responsible for Performing Fire Watch
7. Fire watch will be provided during, and for 30 minutes after work, including any coffee or lunch breaks
8. Fire watch will be required for adjoining areas, above and below
9. Have person(s) performing fire watch completed UTA Hot Work/Fire Extinguisher Training within the last year?

Work Area Evaluation
1. If outdoors, wind speeds are 15 mph or less
2. Does the building have a fire alarm system?
   a. If necessary, have any smoke devices been disabled?
   b. If necessary, have temporary heat detectors have been put in place?
3. Does the building have a fire sprinkler system?
   a. Building fire sprinkler systems are in service and operable
   b. If necessary, have sprinkler heads in the area of hot work been disabled?
4. Is Lockout/Tagout required?
5. Flammable liquids, dust, lint, and oil deposits are removed from work area
6. Floors are free of debris
7. Combustible floors are protected by fire resistant blankets
8. Other combustibles are removed where possible or protected with fire-resistant blankets
9. All wall and floor openings are covered
10. Will work be performed behind walls, above ceilings, or on other enclosed equipment?
    a. If true…
       i. Construction is noncombustible and without combustible covering or insulation
       ii. Combustibles on other side of walls are moved away
       iii. Enclosed equipment is cleaned and all combustible are removed
11. If necessary, fire-resistant blankets are suspended beneath work
12. Conduction of heat into other areas is safe-guarded
13. Containers are purged of flammable liquids/vapors and no explosive atmosphere is present
14. Is work area where hot work is being performed considered a confined space?
15. There is ample ventilation to perform hot work
16. Potential IAQ problems have been addressed

Signature
1. Special Conditions or Other Additional Comments
2. Expiration Date and Time
3. Is this Hot Works Permit granted?
4. Signature of representative performing hot work
5. Signature of representative performing fire watch
6. Signature of EH&S Permiter
2013 Uniform General Conditions for
University of Texas System Building Construction Contracts

Any contract agreement awarded from this bid will be governed by the terms and conditions contained in the “2013 Uniform General Conditions for University of Texas System Building Construction Contracts” and are available for review and download from the following website:

http://www.utsystem.edu/ogc/docs/constlaw/UGC-SGC.pdf

If you do not have access to the internet and cannot obtain or review the “2013 Uniform General Conditions”, you may request a copy be sent to you by contacting the University contact listed in section 2.3 of this bid package.
SPECIAL CONDITIONS

These Special Conditions are in addition to the requirements of the 2013 Uniform General Conditions for The University of Texas System Building Construction Contracts and are a part of the Contract Documents.

1. FIELD MANAGEMENT AND TEMPORARY STRUCTURES:
   The Contractor shall coordinate and direct the work of this project from the site. Adequate field office structures, staff, machines, and equipment shall be provided and maintained by the contractor for the duration of the work.
   
   A. The Contractor shall provide and maintain its own temporary field office(s) (weather tight, well lighted, air conditioned, and safely heated) to include provisions for telephone and facsimile services, conference area(s), toilet facilities, and maintenance of all project files including submittals, project correspondence, payment and payroll records, etc. if required.
   
   B. The General Contractor shall arrange for each subcontractor to have field office accommodations as necessary to adequately perform their work.
   
   C. The General Contractor shall provide adequate and safe entries to all field offices including steps with railings and landings or stoops as required, and shall provide hard surface walkways to connect the field office structures to one another and on site entry or exit, if required.
   
   D. Except as otherwise specified, the Contractor shall furnish at its own cost and risk all significant tools, apparatus, hoists or cranes, derricks, etc., and its subcontractors shall arrange with the General Contractor for the use of same.

2. SANITARY FACILITIES:
   The General Contractor shall provide one or more toilet buildings for the use of all persons employed on the job. He shall post notices, take such precautions as may be necessary, and remove refuse deposited in or about the buildings necessary to maintain the premises in a sanitary condition. Neither the General Contractor nor any of the construction work forces shall use campus sanitary facilities.

3. PROTECTION:
   Each Contractor shall properly and effectively protect all materials and equipment furnished by him during and after their installation. Building materials, Contractor’s equipment, etc. may be stored on the premises, but not in the existing building. Each subcontractor shall protect and be responsible for any damage to its work or material from the date of the agreement until the final payment is made, and shall make good without cost to the Owner any damage or loss that may occur during this period. The Contractor shall handle all material as directed, so that it may be inspected by the Owner’s representative.

4. SIGNS:
   No signs or advertisements will be allowed to be displayed without the approval of the Owner.

5. WATCHMAN AND JANITOR:
   The Contractor at its own expense and option may employ an unarmed watchman at such time as it deems necessary to protect its work. The Contractor shall provide a person or persons for janitor work who shall keep all offices clean, attend to the temporary toilet rooms keeping them clean and supplied, and attend to drinking water and supplies. This person shall also help to keep the construction areas broomed, free from accumulated debris, and relatively clean.

6. PROJECT CLEANLINESS:
   The Contractor shall provide manpower for cleaning and it shall be the responsibility of the Contractor to see that the debris and trash resulting from operations are removed from the property. Trash, construction debris, and mud shall not be allowed to accumulate anywhere on the project whether on the grounds, in the adjacent areas, or on the campus streets serving as delivery and haul-off routes for the work on this project. All scrap from lumber, crating, excelsior, paper, and similar types of trash are to be removed from the site. This project requires a thorough cleaning of all affected areas at least once a week; more frequent cleaning may be directed by Owner. Solid debris may not be dumped on the grounds.
7. **REMOVAL OF TEMPORARY FACILITY:**
   When a temporary facility is no longer needed for the proper conduct of the work, the Contractor shall remove it from the project and shall repair or replace any material, equipment, or finished surface damaged in doing so.

8. **CLARIFICATION OF INSURANCE REQUIREMENTS:**
   Builder’s Risk Insurance is not required on this project.

9. **WEATHER DATA:**
   Pursuant to Article 9, Paragraph 9.6.2.1 of the Uniform General Conditions/Supplementary General Conditions inclement weather conditions at the project location will be documented with ODR and documented for excusable delays.

10. **PREVAILING WAGE GUIDELINES AND DETERMINATION:**
    Pursuant to Article 2, Paragraph 2.2, of the Uniform General Conditions/Supplementary General Conditions, the Contractor is responsible for compliance with the prevailing wage law in accordance with the U.T. System Prevailing Wage Guidelines. Compliance includes submission of wage rate notification forms for all workers on the project. The schedule attached on page 50 of this bid indicates the prevailing wage rate determination determined by the Owner.

11. **ONGOING CAMPUS OPERATIONS:**
    This project is surrounded by continuously functioning campus facilities, including academic and research efforts. The Contractor shall make every effort to avoid disruptions to ongoing campus activities and to maintain a safe environment for students, faculty, and staff in the areas adjacent to the project. Campus utilities must not be interrupted except when scheduled and approved in advance through established channels. **Any disruption of services to the facilities served must be coordinated and approve by Owner at least seventy-two (72) hours in advance.**

12. **CONTRACTOR PARKING:**
    Parking shall be at the Owner’s discretion. A limited number of remote parking spaces may be provided. Such parking will be available at no cost to the Contractor or the workers but will require permits, issued by the campus police department, for all vehicles. Such parking is provided for the convenience of the Contractor with the understanding that the Contractor is responsible for all workers and all workers’ vehicles while they are on the campus.

    Contractor is responsible for all maintenance and repair to parking areas used by workers if damaged due to excessive fluid leaks, heavy truck traffic related to construction materials, outriggers “foot prints” due to crane or backhoe use, and all other construction related damage. Photos of parking areas, at commencement of work, to be taken by Contractor with Owner’s representative present.

13. **RESPONSIBILITY FOR WORK FORCE:**
    The Contractor is responsible for the actions of its entire work force, including subcontractors’ and suppliers’ employees whenever they are on the campus. The Contractor shall submit their plan for identifying and controlling all workers and for management of personnel records, including payroll records. Identification badges for workers, busing of workers from remote parking lot(s), frequent written and verbal reminders to work force of appropriate behavior and avoidance of campus facilities, and publishing of established access and egress routes for vehicular and pedestrian traffic are required, as a minimum, in order to maintain control of the work force.

    A. Unacceptable behavior on the part of the workers anywhere on campus including parking lots, the project site, and the accessing route(s) through the site through the campus, failure to obtain parking permits, or traffic violations while on campus may lead to cancellation of the Contractor’s on-campus parking privileges. Further, identifiable offending worker(s) will be removed from the project.

    B. Harassment of any person whether student, faculty, staff, or visitor to the campus is forbidden. Harassment includes any action such as jeering, whistling, calling-out, staring, snickering, making rude or questionable comments, or similar behavior. If identifiable, any offending worker(s) will be removed from the project.
14. **SECURITY:**
The Contractor is responsible for security of the construction area and staging areas of the project. Campus police will not provide security for the Contractor’s areas. The Contractor may employ unarmed security personnel for their areas of control, but must notify the Owner of any such firms or employees.

15. **NOISE CONTROL:**
Equipment locations and timing or sequence of work operations shall be coordinated so as to not conflict with the Owner’s continuing use of adjacent buildings and/or create any interference with scheduled meetings or events.

16. **SMOKING, ILLEGAL DRUGS, ALCOHOL:**
Use of cigarettes, smokeless cigarettes, chewing tobacco, or any product containing tobacco is not allowed on the campus in any location. Use of tobacco products is forbidden inside of buildings, outside of buildings, and on the grounds of the University.

Use or possession of illegal drugs or alcohol on the project site or anywhere on campus is forbidden.

17. **UTILITY OUTAGES:**
Any necessary disruption of campus utilities must be scheduled in advance through established procedures. The Contractor shall not activate or deactivate any campus system or part of any such system without expressed written direction from the owner. Any disruption of services to the facilities served must be coordinated and approve by Owner at least seventy-two (72) hours in advance.

18. **WATER AND ELECTRICAL ENERGY:**
Water and electrical energy costs shall be paid by Owner. The General Contractor shall provide temporary lines for water and all temporary wiring, transformer, and metering equipment for electrical requirements.

19. **TESTING OF MATERIALS:**
The Owner reserves the right to subject materials and systems incorporated into the Project to routine tests as may be specified or deemed necessary to ensure compliance with the quality and/or performance requirements of the contract documents and/or with laws, ordinances, rules, regulations, and/or orders of any public authority having jurisdiction. The Owner shall provide or contract for, independently of the contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for acceptance of the project by the Owner. If tests confirm that the material/systems comply with Contract Documents, the Owner will pay the cost of the test. (See 2013 Uniform General Conditions for The University of Texas System Building Construction Contracts, Section 8.2 Testing).

20. **SUBMITTALS:**
All submittals shall be submitted to the Owner as described in Article 8, Section 8.3 of the Uniform General Conditions/Supplementary General Conditions. Any submittals that have the potential to delay the project must be marked as “URGENT” when submitted to the Owner. It is the Contractor’s responsibility to receive the response needed from the Owner. If a response is not received by the Contractor, the Contractor must contact the primary contact, and if non-responsive for any reason, continue to seek a response from the Architect/Engineer firm, Director of Institutional Constructions, contract manager/specialist, or Assistant Vice President of Facilities Management. Failure of the Contractor to follow-up on submittal response does not relieve the Contractor from the responsibility to keep to the schedule.

21. **DOCUMENTED LABOR:**
In addition to requirements of Section 1.23 UNDOCUMENTED WORKERS, the awarded Contractor will be required to hire only documented workers who are covered under the workers compensation and federal tax withholding rules. No temporary labor, “independent contractors” or “self-employed” contractors will be allowed on site without being approved by Owner in advance. Workers are expected to be selected based on their availability to work for the duration of the project. All workers must be employees of the contractor unless properly vetted. Workers will be required to demonstrate employment status on the job
site. Contractor will be accountable in any situation where compensation and/or legal requirements for workers are questioned by Owner. Contractor will be responsible for any unpaid workers compensation, social security or federal tax withholdings.

The intent of this paragraph is to reiterate the requirements of Section 1.23 UNDOCUMENTED WORKERS, and to notify Contractor that Owner intends to strictly enforce this provision. All workers on site must be able to demonstrate that they are bone fide employees of the Contractor or his listed Subcontractors by documentation. One acceptable form of documentation is a paystub as proof of employment by the Contractor or vetted Subcontractor.
## Competitive Sealed Proposal Evaluation Worksheet

**PROJECT:** Renovations to Texas Hall Stage Rigging  
**RFP # FM2016-001**

<table>
<thead>
<tr>
<th>Requirements For Proposals</th>
<th>Points</th>
<th>Score</th>
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<tbody>
<tr>
<td>3.1 Respondent's Safety Management Program for this Project</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>3.2 Respondent's Ability to Provide Construction Services</td>
<td></td>
<td>5</td>
</tr>
<tr>
<td>3.3 Respondent's Qualifications of Construction Team</td>
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<td>5</td>
</tr>
<tr>
<td>3.4 Respondent's Past Performance on Representative Projects of Similar Scope</td>
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</tr>
<tr>
<td>3.5 Respondent's Planning and Scheduling for This Project</td>
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<tr>
<td>3.6 Respondent's Quality Control and Commissioning for This Project</td>
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<tr>
<td>3.7 Respondent's Warranty and Service Support Program for This Project</td>
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</tr>
<tr>
<td>3.8 Respondent's Pricing and Delivery Proposal</td>
<td></td>
<td>50</td>
</tr>
</tbody>
</table>
RFP SUBMISSION CHECKLIST

1. Attend MANDATORY pre-submittal meeting with site visit on August 6, 2015 at 2:00 PM Central Prevailing Time (See section 1.11)

2. Complete, sign and return bid submittal form (Page 16 through page 18)

3. Complete, sign and return Execution of Offer form (Page 19 through page 23)

4. Submit information and answers to questions and submit Qualifications as stated in Section 3.

5. Complete, sign and submit HUB Subcontracting Plan

HUB SUBCONTRACTING PLAN MUST BE COMPLETED BY ALL RESPONDENT’S (HUB and Non-HUB must submit Subcontracting Plan) ON THE DESIGNATED HUB FORMS. A minimum of three (3) HUB’s vendors must be contacted for each subcontracting opportunity, contact one (1) minority/business assistance center or minority chamber of commerce and list vendor selected to perform the subcontracting. Bidder must allow HUB vendors a minimum of seven (7) days to respond to the subcontracting opportunity.

RFP MUST BE SUBMITTED IN TWO (2) ENVELOPES AS STATED BELOW:

First Envelope to be opened first: HUB Subcontracting Plan to be submitted in one envelope with HUB Subcontracting Plan, bid number, and bid opening date on outside of envelope.

Second Envelope: Pricing & Delivery submittal form, Execution of Offer form, and Qualifications to be submitted in one envelope with RFP number and RFP opening date on outside of envelope.

PROPOSALS MUST BE RECEIVED IN THE OFFICE OF FACILITIES MANAGEMENT, 1225 W. MITCHELL STREET, SUITE 205, ARLINGTON, TEXAS 76013, BEFORE 3:00 PM CENTRAL PREVAILING TIME ON AUGUST 20, 2015.

NOTE:
PROPOSALS ARE NOT ACCEPTED THAT ARE DELIVERED BY TELEPHONE, FACSIMILE (FAX), OR ELECTRONIC MAIL (E-MAIL).