

# TIPS VENDOR AGREEMENT

Between Balfour Beatty Construction, LLC and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8  
for  
**RCSP 181101 JOB ORDER CONTRACTING (JOC)**

## General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

# Terms and Conditions

## **Conflicts with RS Means Unit Price Book**

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines legality of the solicitation award as it relates to the requisite Means Unit Price Book.

## **Freight**

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

## **Warranty Conditions**

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

## **Customer Support**

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## **Agreements**

**Agreements for purchase** will normally be put into effect by means of a contract, agreement or purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

**Other Wage Rates** may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

## **Tax exempt status**

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas

exempts or does not impose a tax on similar sales of items to this state or a political subdivision county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or authorized Assignee.

### **Disclosures**

1. Vendor affirms that he/she 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 Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is **for two (2) years with an option for renewal for additional two (2) consecutive one year terms years. Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.** The option renewal year one shall be automatically renewed unless either party objects or terminates the agreement as provided herein at "**Termination for Convenience**". The Second one-year renewal term is only if both Parties agree.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement may incorporate an automatic renewal clause with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms are rendered void and unenforceable.

## **Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

## **Pricing**

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

## **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **Form of Agreement and Reporting**

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Page 5 of 12

**Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

**Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

**Site Requirements (when applicable to service or job)**

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

## **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

## **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

## **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days'

notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Bonding**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS Member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS Member and added to the purchase order or Contract.

### **Professional Engineering and Architect's Services**

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.



### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as “the notice to proceed” as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member’s Legal Counsel may alter the terms of this subsection, “Scheduling of Projects”.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

## **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### **NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

You certify that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85<sup>th</sup> Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85<sup>th</sup> Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

## Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RCSP 181101 Job Order Contracting (JOC)

Company Name Balfour Beatty Construction, LLC

Address 3100 McKinnon Street, 6th Floor

City Dallas State TX Zip 75201

Phone 214-451-1000 Fax N/A

Email of Authorized Representative jmoreau@balfourbeattyus.com

Name of Authorized Representative Jon Moreau

Title Vice President/Business Unit Leader


Signature of Authorized Representative 

Date 12/14/18

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 1/7/19

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information	Contact Information	Ship to Information
Bid Creator	Mr. David Mabe Vice-President of Construction	Address
Email	david.mabe@tips-usa.com	Address
Phone	+1 (903) 243-4759 x	Contact
Fax	+1 (866) 749-6674 x	Department
Bid Number	181101	Building
Title	Job Order Contracting	Floor/Room
Bid Type	RFP	Telephone
Issue Date	11/1/2018 08:04 AM (CT)	Fax
Close Date	12/14/2018 03:00:00 PM (CT)	Email
	Contact	
	Jensen Mabe, Construction Program Manager	
	Department	
	Building	
	Floor/Room	
	Telephone	
	+1 (903) 438-6237 x	
	Fax	
	+1 (866) 839-8472 x	
	Email	
	bids@tips-usa.com	

## Supplier Information

Company	Balfour Beatty (Balfour Beatty Construction LLC)
Address	3100 McKinnon St Fl 6
	Dallas, TX 75201-1081
Contact	Damon Maldonado
Department	
Building	
Floor/Room	
Telephone	(214) 451-1000
Fax	
Email	bdennis@balfourbeattyus.com
Submitted	12/14/2018 11:49:51 AM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Jon Moreau Email bdennis@balfourbeattyus.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a>  or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a>  Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?  Select YES, ONLY if your company is licensed to work in all 50 states, or the state does not require a license; otherwise select NO.	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	N/A
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	General contractor and construction manager
6	Primary Contact Name	Primary Contact Name	Jon Moreau
7	Primary Contact Title	Primary Contact Title	Vice President/Business Unit Leader
8	Primary Contact Email	Primary Contact Email	bdennis@balfourbeattyus.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-451-1000
10	Primary Contact Fax	Enter 10 digit fax number. (No dashes or extensions) Example: 8668398477	N/A
11	Primary Contact Mobile	Enter 10 digit mobile phone number. (No dashes or extensions) Example: 8668398477	214-276-3166
12	Secondary Contact Name	Secondary Contact Name	Damon Maldonado
13	Secondary Contact Title	Secondary Contact Title	Operations Director
14	Secondary Contact Email	Secondary Contact Email	dmaldonado@balfourbeattyus.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-451-1000
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-608-0213
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Beth Dennis
19	Admin Fee Contact Email	Admin Fee Contact Email	bdennis@balfourbeattyus.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-451-1000
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Beth Dennis
22	Purchase Order Contact Email	Purchase Order Contact Email	bdennis@balfourbeattyus.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	214-451-1000
24	Company Website	Company Website (Format - www.company.com)	www.balfourbeattyus.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-1627180
26	Primary Address	Primary Address	3100 McKinnon Street, 6th Floor
27	Primary Address City	Primary Address City	Dallas
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	75201
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Construction
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.  Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Dallas
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas

35	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
36	Yes - No	Vendor agrees to remit to TIPS the required administration fee? Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
37	Regular Hours Coefficient	What is your regular hours coefficient for the RS Means Price Book?  Example:  A 5% discount for the RS Means Price Book would be a .95 regular hours coefficient.  Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.	1.05
38	After Hours Coefficient	What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?  Example:  The most common after hours coefficient is time and a half. If your regular hours coefficient is .95, your after hours coefficient would be 1.45.  Remember that this is a ceiling discount. You can discount lower than the contract coefficient, but not higher.	1.5
39	Non-Pre-Priced Markup	If the material being utilized for a project cannot be found in the RS Means Price Book, what is your materials markup?  Remember that this is a ceiling markup. You may markup a lesser percentage, but not a greater percentage.	1.4%
40	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No
41	Years Experience	Company years experience in this category?	86
42	Price coefficients and non-pre-priced markups are guaranteed for?	Does the vendor agrees to honor the proposed pricing coefficients and non-pre-priced markups for the term of the award?	YES
43	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes



44	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1)This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2)This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3)No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4)The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.</p>	(No Response Required)
<p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>			
45	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	<p>Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. may find the Blank CIQ form on the "Attachments" tab.</p> <p>There is an optional upload on the "Response Attachments" tab for this form provided if you have a conflict and must file the form.</p>	No
46	Filing of Form CIQ	<p>If yes (above), have you filed a form CIQ by uploading the form to this RCSP as directed above?</p>	No
47	Regulatory Standing	<p>I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies, Federal or state, that regulate any part of our business operations. If not, please explain in the next attribute question.</p>	Yes
48	Regulatory Standing	<p>Regulatory Standing explanation of no answer on previous question.</p>	N/A
49	Antitrust Certification Statements (Tex. Government Code § 2155.005)	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that:</p> <p>(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;</p> <p>(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. &amp; Comm. Code Chapter 15;</p> <p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p> <p>(4) Neither I nor any representative of the Company has</p>	(No Response Required)

directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50 Suspension or Debarment Instructions

Instructions for Certification: By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. (No Response Required)

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is

not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Yes

and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

52 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

53 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

(No Response Required)

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain

provisions covering the following, as applicable.

54 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes  
currently set at \$150,000, which is the inflation adjusted  
amount determined by the Civilian Agency Acquisition  
Council and the Defense Acquisition Regulations Council  
(Councils) as authorized by 41 U.S.C. 1908, must address  
administrative, contractual, or legal remedies in instances  
where contractors violate or breach contract terms, and  
provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are  
expended by ESC Region 8 and TIPS Members, ESC  
Region 8 and TIPS Members reserves all rights and  
privileges under the applicable laws and regulations with  
respect to this procurement in the event of breach of  
contract by either party.

Does vendor agree?

55 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee Yes  
or subgrantee including the manner by which it will be  
effected and the basis for settlement. (All contracts in  
excess of \$10,000)

Pursuant to the above, when federal funds are expended  
by ESC Region 8 and TIPS Members, ESC Region 8 and  
TIPS Members reserves the right to terminate any  
agreement in excess  
of \$10,000 resulting from this procurement process for  
cause after giving the vendor an appropriate opportunity  
and up to 30 days, to cure the causal breach of terms and  
conditions. ESC Region 8 and  
TIPS Members reserves the right to terminate any  
agreement in excess of \$10,000 resulting from this  
procurement process for convenience with 30 days notice  
in writing to the awarded vendor. The vendor  
would be compensated for work performed and goods  
procured as of the termination date if for convenience of  
the ESC Region 8 and TIPS Members. Any award under  
this procurement process is not exclusive and the ESC  
Region 8 and TIPS reserves the right to purchase goods  
and services from other vendors when it is in the best  
interest of the ESC Region 8 and TIPS.

Does vendor agree?

56 2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Yes  
Water Pollution Control Act (33 U.S.C. 1251-1387), as  
amended—Contracts and subgrants of amounts in excess  
of \$150,000 must contain a provision that requires the  
non-Federal award to agree to comply with all applicable  
standards, orders or regulations issued pursuant to the  
Clean Air Act (42 U.S.C. 7401-7671q) and the Federal  
Water Pollution Control Act as amended (33 U.S.C.  
1251-1387). Violations must be reported to the Federal  
awarding agency and the Regional Office of the  
Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal  
funds are expended by ESC Region 8 and TIPS Members,  
ESC Region 8 and TIPS Members requires that the  
proposer certify that during the term of  
an award by the ESC Region 8 and TIPS Members  
resulting from this procurement process the vendor agrees  
to comply with all of the above regulations, including all of  
the terms listed and referenced therein.

		Does vendor agree?	
57	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p>	Yes
		Does vendor agree?	
58	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p>	Yes
		Does vendor certify that it is in compliance with the Clean Air Act?	
59	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p>	Yes

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

60 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds I HAVE NOT Lobbied per above

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. undersigned certifies, to the best of his or her knowledge and belief, that:

(1)No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2)If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3)The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

61 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute #60, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

(No Response Required)

62 Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

YES

63	<p>If yes to the above question OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p>	<p>If yes to the above question OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p> <p>Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3)Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5)Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6)Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.</p>	<p>YES</p>
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64 Davis-Bacon Act compliance.

Texas Statute requires compliance with Davis-Bacon Act, (No Response Required)  
as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

65 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the (No Response Required)  
non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to this solicitation, and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

66 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

67 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Yes, I Agree

Do you agree to these terms?

68 Remedies Explanation of No Answer

N/A

69	Choice of Law	<p>The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
71	Alternative Dispute Resolution Explanation of No Answer		N/A
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
73	Infringement(s) Explanation of No Answer		N/A

74	Acts or Omissions	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
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75	Acts or Omissions Explanation of No Answer		N/A
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76	Contract Governance	<p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>	Yes
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77	Payment Terms and Funding Out Clause	<p>Payment Terms:</p> <p>TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.</p> <p>Funding Out Clause:</p> <p>Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.</p> <p>See statute(s) for specifics or consult your legal counsel.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p> <p>Do you agree to these terms?</p>	Yes
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If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion: will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires Some entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. certify that: (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

80	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.	(No Response Required)
81	Texas Government Code 2270 Verification Form	<p>Texas Government Code 2270 Verification Form</p> <p>Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.</p> <p>The relevant section addressed by this form reads as follows:</p> <p>Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by ESC Region 8/The Interlocal Purchasing System (TIPS)</p> <p>4845 Highway 271 North Pittsburg, TX 75686</p> <p>Verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.</p> <p>AND</p> <p>Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <a href="https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf">https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf</a></p> <p>I swear and affirm that the above is true and correct.</p>	YES
82	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes

83 Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	N/A
84 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
85 Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	N/A



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Line Items

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Response Total: \$0.00

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Insert TIPS RFP# 181101

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

**If you claim that parts of your proposal are confidential, complete the top section below.**

**I claim part of my proposal to be confidential and DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.** The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name and Title of authorized company officer claiming confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature \_\_\_\_\_ Date \_\_\_\_\_

**OR** -----

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.**

Jon Moreau Vice President

Printed Name authorized company officer Title of authorized company officer

3100 McKinnon Street Dallas TX 75201 214.451.1000

Address City State ZIP Phone

Signature Jon Moreau  Date 12/14/18



December 12, 2018

TIPS Cooperative  
4845 US Highway 271 North  
Pittsburg, TX 75686

**RE: Bid #181101 Job Order Contracting**

Ladies and Gentlemen:

**Balfour Beatty Construction, LLC** requests consideration to provide their services for the referenced projects. In this regard, they have asked us to provide a letter outlining evidence of their single and aggregate bonding capacities.

Travelers Casualty and Surety Company of America serves as the lead surety for **Balfour Beatty Construction, LLC** in a co-surety for a program arranged with the following sureties: Travelers Casualty and Surety Company of America with an A.M. Best Rating of A++ XV, Fidelity and Deposit Company of Maryland (a subsidiary of Zurich Financial Services Group) with an A.M. Best Rating of A+ XV & Liberty Mutual Insurance Company with an A.M. Best Rating of A XV. Each of these sureties is admitted and licensed to do business in all fifty states and the District of Columbia and are included on the United States Treasury list of acceptable surety corporations, as well as serving as an integral part of the overall co-surety program for **Balfour Beatty Construction, LLC**.

This is to advise that as co-surety partners, we have approved bonds on individual projects in excess of \$300,000,000 with a total aggregate bond limit established at \$5,500,000,000. Based on the information provided at this time, adequate backlog and bonding capacity remains for **Balfour Beatty Construction, LLC** for this project.

Please understand that authorizations or approval of any bonds are subject to our standard underwriting at the time of the individual bond request, including a review of acceptable bond forms, contract financing, contract terms, and other standard underwriting considerations.

Our consideration and issuance of bonds is a matter solely between **Balfour Beatty Construction, LLC** and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Noah William Pierce  
Attorney-in-Fact



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

**POWER OF ATTORNEY**

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

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 12<sup>th</sup> day of December, 2018



Kevin E. Hughes, Assistant Secretary

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

**Balfour Beatty's warranty program - staffing, reporting, follow-up procedures.**

We have found that keeping the project team involved in the warranty period is the most successful way of assuring the client's needs are addressed and that warranty items are corrected in a timely fashion. Typically, we use three courses of action to maintain communications with the customer:

- Direct all correspondence to our Dallas office for distribution and tracking
- Set up an online tracking program to receive all warranty requests via a simple form that can be accessed from any mobile device with internet access
- Continue to forward all correspondence to the Balfour Beatty Project Manager via email for tracking and action

All the above systems have proven to be effective in the past and we can implement any system that meets the needs of our districts.

Assisting our clients during the warranty period with their facilities is our responsibility and a corporate value which sets Balfour Beatty apart.

**(SUBCONTRACTOR NAME)**

**STANDARD ONE YEAR WARRANTY**

**FOR**

**Scope of Work**

**Specification Section(s)**

*subcontractor scope of work description*  
*(list all contractual specification sections)*  
*00 00 00 or 000000*

WHEREAS,

**Subcontractor Name**

**Address**

**City, State, Zip Code**

**Phone Number**

**Fax Number**

**Email Address**

has performed this work as included in the above referenced specification section(s) and all associated Addendum, ASIs, RFIs, and Change Orders for the following Project and Owner:

**Project**

**Denton ISD High School #4 (Dr. Ray Braswell High School)**

26750 E. University Dr.  
Aubrey, TX 76227

**Owner**

**Denton Independent School District**

1307 North Locust  
Denton, TX 76201

and, WHEREAS, {subcontractor name}, hereby warrants their work installed at Denton High School #4 (Dr. Ray Braswell High School) in **Aubrey, Texas** free from defects for a period of **One (1) Year** from the date of substantial completion and acceptance by **Denton Independent School District OR OTHERWISE REQUIRED FOR SPECIFIED TRADES/EQUIPMENT.**

We agree to repair or replace to the satisfaction of the Owner, at no expense to the Owner, any and all work that may prove to be defective in workmanship or materials, or is not meeting the specification requirements within the previously stated time period, together with any other work which may be damaged or displaced as a result of these defects.

CORRECTION PERIOD FOR THE WORK:

**STARTING**

**"at Substantial Completion"**

**TERMINATING**

**"One Year (365 days) from Substantial Completion" \***

(Modify duration as required by contract documents and then delete this sentence.)

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified to these defects, we collectively and separately, do hereby authorize the Owner, **Denton Independent School District** to proceed to have the defects repaired and made good at our expense, and will pay the cost and charges therefore immediately upon demand.

IN WITNESS THEREOF, this instrument has been duly executed this enter day day of enter month, enter year

for Contractor  
by:

\_\_\_\_\_  
(Signature of Company Officer)

\_\_\_\_\_  
(Typed / Printed Name of Company  
Officer)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Notary Public)

\_\_\_\_\_  
(Date)

**SUBCONTRACTOR SIGNATURES AND WARRANTY MUST BE NOTARIZED**

\* Subcontractor / Supplier is responsible for all extended warranties noted in the project documents relating to this Scope of Work.



**Attic Stock Transmittal**  
**Denton ISD High School #4 (Dr. Ray Braswell High School)**

*Any attic stock must be properly labeled according to the Specifications, for easy future identification.*

A. Materials left on site for Owner to have as replacement parts

Description: \_\_\_\_\_

Description	Quantity	Sub Name / Comments

B. Warranty / replacement parts stocked / stored by subcontractor / manufacturers

Description: \_\_\_\_\_

Description	Quantity	Sub Name / Comments

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_

# (Subcontractor Letterhead)

## WARRANTY

**Project:**                    **Allen ISD – Kerr Elementary School**  
1325 Glendover Dr  
Allen, TX 75013

**Scope of Work:**            *(Subcontractor Scope of Work Description)*

**Specification Section:**    *(List All Contractual Specification Sections)*

We, *(Subcontractor Name)*, hereby warrant our work installed at the **Kerr Elementary School** in **Allen, Texas** free from defects for a period of *(length of Warranty)* from the date of substantial completion, and acceptance by **Allen ISD**.

We agree to repair or replace to the satisfaction of the Owner, at no expense to the Owner, any and all work that may prove to be defective in workmanship or materials, or is not meeting the specification requirements within the previously stated time period, together with any other work which may be damaged or displaced as a result of these defects.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified to these defects, we collectively and separately, do hereby authorize the Owner, **Allen ISD**, to proceed to have the defects repaired and made good at our expense, and will pay the cost and charges therefore immediately upon demand.

Sincerely,

*(Company Name)*

*(Contact Name)*



**4331 South State Hwy 91  
Denison, Tx 75020**

**Re: Lizzie Curtis Elementary School Warranty Contact Person**

Dear Sir or Madam,

Your contact in the event of Warranty work is **Barry Jackson**. Please contact this individual at **(903) 647-5111, Barry@lindsay-glass.com**.

It has been a pleasure working with you on this project.

Very Truly Yours,  
**Lindsay Glass Systems**

**Barry Jackson**



## WARRANTY

***Project: Lizzie Curtis Elementary***

9640 Bell Prairie Trail  
Fort Worth, TX 76177  
BBC Project #14924000

**Scope of Work:**            **Glass and Glazing**

**Specification Section:**   **08 32 13, 08 41 13, 08 44 13, 08 80 00, 08 83 00**

We, Lindsay Glass, hereby warrant our work installed at the **Lizzie Curtis Elementary School** in **Fort Worth, TX** free from defects for a period of **one Year** from the date of substantial completion, and acceptance by **Northwest ISD**.

We agree to repair or replace to the satisfaction of the Owner, at no expense to the Owner, any and all work that may prove to be defective in workmanship or materials, or is not meeting the specification requirements within the previously stated time period, together with any other work which may be damaged or displaced as a result of these defects.

In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified to these defects, we collectively and separately, do hereby authorize the Owner, **Northwest ISD**, to proceed to have the defects repaired and made good at our expense, and will pay the cost and charges therefore immediately upon demand.

Sincerely,

***Lindsay Glass Systems***

***Barry Jackson***



## WARRANTY

***Project: Lizzie Curtis Elementary***

9640 Bell Prairie Trail  
Fort Worth, TX 76177  
BBC Project #14924000

**Scope of Work:** Glass and Glazing

**Specification Section:** 08 23 13, 08 41 13, 08 44 13, 08 80 00, 08 83 00

We, **Lindsay Glass**, hereby warrant our work installed at the **Lizzie Curtis Elementary School in Fort Worth, TX** free from defects for a period of **one year** from the date of substantial completion, and acceptance by **Northwest ISD**.

We agree to repair or replace to the satisfaction of the Owner, at no expense to the Owner, any and all work that may prove to be defective in workmanship or materials, or is not meeting the specification requirements within the previously stated time period, together with any other work which may be damaged or displaced as a result of these defects.

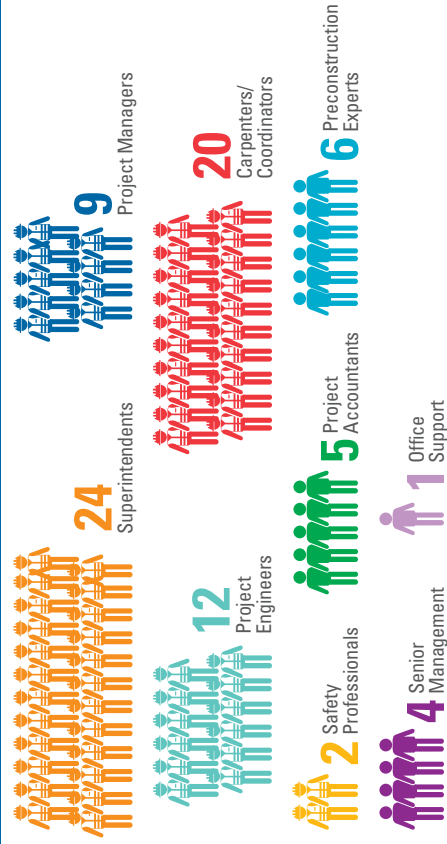
In the event of our failure to comply with the above mentioned conditions within a reasonable time after being notified to these defects, we collectively and separately, do hereby authorize the Owner, **Northwest ISD**, to proceed to have the defects repaired and made good at our expense, and will pay the cost and charges therefore immediately upon demand.

Sincerely,

***Lindsay Glass Systems***

***Barry Jackson***

**83** team members dedicated solely to education projects



# Education Group

**23 YEARS** of dedicated K-12 preconstruction and construction experience



Elementary Schools



Stadiums



Middle/Intermediate Schools



Vocational Centers



High Schools



Liturgical Facilities

## Balfour Beatty

3100 McKinnon Street, 6th Floor  
Dallas, Texas 75201  
[www.balfourbeattyus.com](http://www.balfourbeattyus.com)

# Balfour Beatty Texas Education Group

## The right team for your next project

- Seasoned, **K-12-focused team** with an average of **24 years** of K-12 experience and **16 years** with Balfour Beatty

- **50+ ISDs served** across Texas since 1995

- **85% repeat work**

- **#2** K-12 School Sector Construction Firms

*(Building Design + Construction: Construction Giants 300, 2018)*

- **#1** Largest North Texas General Contractor

*(Dallas Business Journal, 2018)*

- **#2** General Contractor in Texas

*(ENR TX & LA, 2017)*



**Jonathan Moreau**  
Business Unit Leader  
23 years industry experience  
15 years with Balfour Beatty  
[m] 214-399-9954  
[jmoreau@balfourbeattyus.com](mailto:jmoreau@balfourbeattyus.com)



**Darren Lee**  
Vice President, Operations  
29 years industry experience  
17 years with Balfour Beatty  
[m] 214-869-6801  
[dlee@balfourbeattyus.com](mailto:dlee@balfourbeattyus.com)



**John O'Connor**  
Preconstruction Director  
24 years industry experience  
15 years with Balfour Beatty  
[m] 214-878-7322  
[joconnor@balfourbeattyus.com](mailto:joconnor@balfourbeattyus.com)



**Damon Maldonado**  
Operations Director  
19 years industry experience  
12 years with Balfour Beatty  
[m] 214-608-0213  
[dmaldonado@balfourbeattyus.com](mailto:dmaldonado@balfourbeattyus.com)



**William Goade**  
General Superintendent  
28 years industry experience  
16 years with Balfour Beatty  
[m] 214-557-5555  
[wgoade@balfourbeattyus.com](mailto:wgoade@balfourbeattyus.com)



**Mark Leatherwood**  
General Superintendent  
21 years industry experience  
21 years with Balfour Beatty  
[m] 940-390-7802  
[mleatherwood@balfourbeattyus.com](mailto:mleatherwood@balfourbeattyus.com)



**Joe Tomaselli**  
General Superintendent  
32 years industry experience  
19 years with Balfour Beatty  
[m] 972-877-4860  
[joetomaselli@balfourbeattyus.com](mailto:joetomaselli@balfourbeattyus.com)



**Sean White**  
Safety Director  
23 years industry experience  
10 years with Balfour Beatty  
[m] 214-907-1445  
[seanwhite@balfourbeattyus.com](mailto:seanwhite@balfourbeattyus.com)



**Beth Dennis**  
Executive Assistant, Education Group  
17 years industry experience  
17 years with Balfour Beatty  
[m] 214-276-3166  
[bdennis@balfourbeattyus.com](mailto:bdennis@balfourbeattyus.com)



**Ryan Martin**  
Business Development/Preconstruction  
10 years industry experience  
9 years with Balfour Beatty  
[m] 469-387-0667  
[rmartin@balfourbeattyus.com](mailto:rmartin@balfourbeattyus.com)

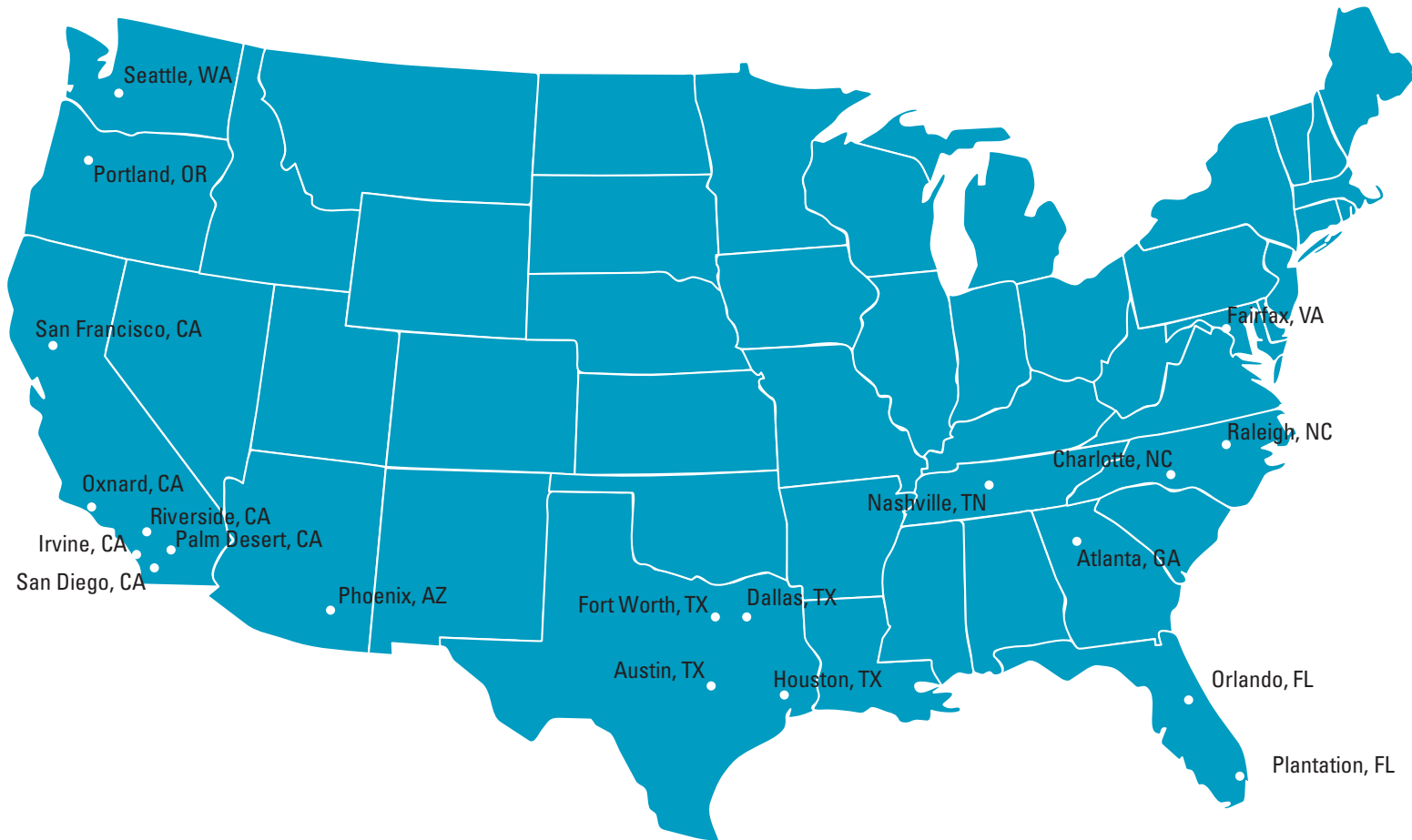
**Balfour Beatty**

Licensed to do business in 48 states and an active contractors license in all states\*

Currently working on projects in 24 states and the District of Columbia.

We have the ability and resources to provide services to any location in the United States.

Your single point of contact will work with you to determine a best value solution based on location and project needs.



## Office locations

- ARIZONA
  - PHOENIX
- CALIFORNIA
  - IRVINE
  - OXNARD
  - PALM DESERT
  - RIVERSIDE
  - SAN DIEGO
  - SAN FRANCISCO

- FLORIDA
  - ORLANDO
  - PLANTATION

- GEORGIA
  - ATLANTA

- NORTH CAROLINA
  - CHARLOTTE
  - RALEIGH

- OREGON
  - PORTLAND

- TENNESSEE
  - NASHVILLE

- TEXAS
  - AUSTIN
  - DALLAS
  - HOUSTON
  - FORT WORTH

- VIRGINIA
  - FAIRFAX

- WASHINGTON
  - SEATTLE



**Balfour Beatty  
Construction**

**K-12 EDUCATION**





From middle school campuses and libraries to stadiums and career and technology centers, we specialize in building education facilities that help students achieve their greatest potential. Our vast portfolio of projects includes some of the most complex and recognizable education centers for more than 81 years. This expertise, combined with our dedication to service excellence, make the Balfour Beatty Construction building experience the best in the industry.

# Denton ISD, Popo Lupe Gonzalez School

Denton, Texas



## ELEMENTARY

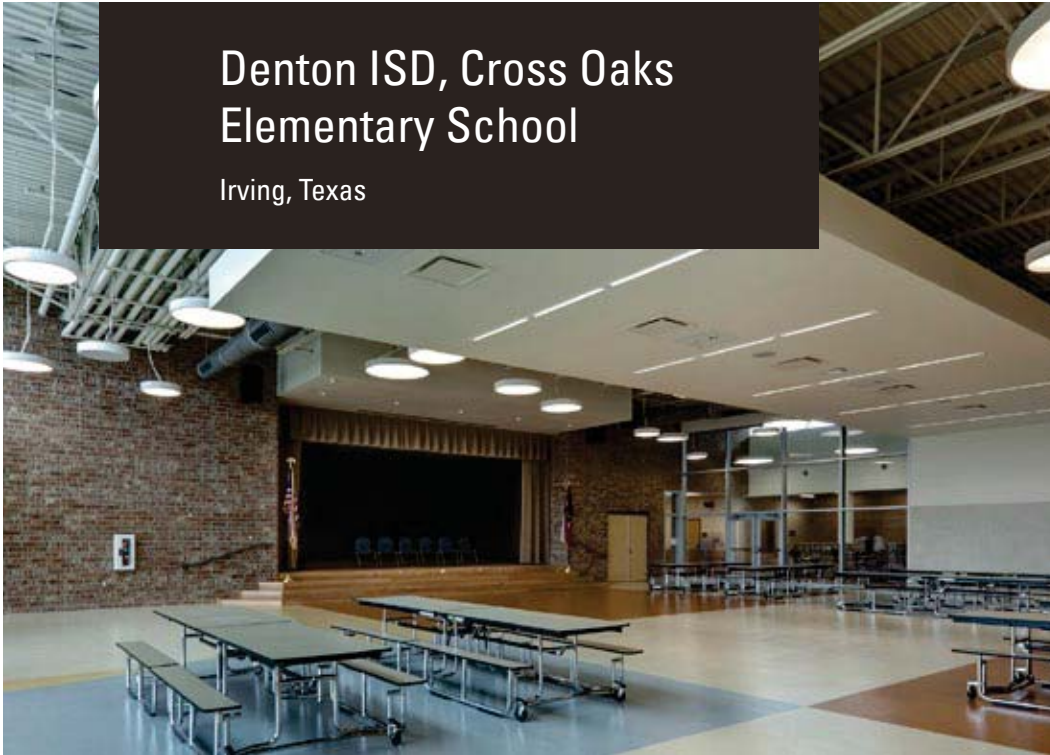
This new, 60,391-square-foot elementary school was developed around the quad teaching style, used previously by the district. The classroom quad style creates cross-teaching opportunities using shared environments. Denton chose a design that created a town center-type environment. Each of the classrooms are graphically represented as fire stations, bakeries, a barbershop, a cinema, and a police station.

This project incorporated multiple light features to introduce natural light in each classroom and a GEO Thermal HVAC system, which has already indicated savings ranging from 7-10 percent.



## Denton ISD, Cross Oaks Elementary School

Irving, Texas



Cross Oaks Elementary School is a unique 88,000-square-foot facility balancing the latest in Sustainable Design features with budget minded construction. The facility houses up to 600 children aged 3 to 12. The building features 288 Geo-Thermal Exchange Wells to provide the temperature control for the HVAC system, a state of the art science lab and two Computer Labs.

## Northwest ISD, Roanoke Elementary School

Roanoke, Texas

The fast track project was built to replace the old Roanoke Elementary, one of the original buildings in Northwest ISD. The 85,127-square-foot facility includes 16 pairs of classrooms joined together by a "flex" space that has operable walls. The cafeteria also utilizes a folding partition wall which allows the gymnasium and cafeteria to be combined to provide one space equal to twice the size of standard elementary cafeterias or gymnasiums.



Denton ISD, Tom  
Harpool Middle School

Denton, Texas



Ennis ISD, Ennis Junior High  
School

Ennis, Texas



# Irving ISD, Lady Bird Johnson Middle School

Irving, Texas

## MIDDLE SCHOOL

This LEED Gold Middle School is two stories and contains a gymnasium, library, cafeteria with at stage, and four interactive, museum-quality science nodes. The 150,000 -square-foot school is the largest net zero middle school in the United States and the first of its kind in Texas. Net zero means it will generate all the energy it needs without using fossil fuels - on some days it will sell surplus power, eventually offsetting even the energy used to build it.



# Mabank ISD, Mabank High School

Mabank, Texas



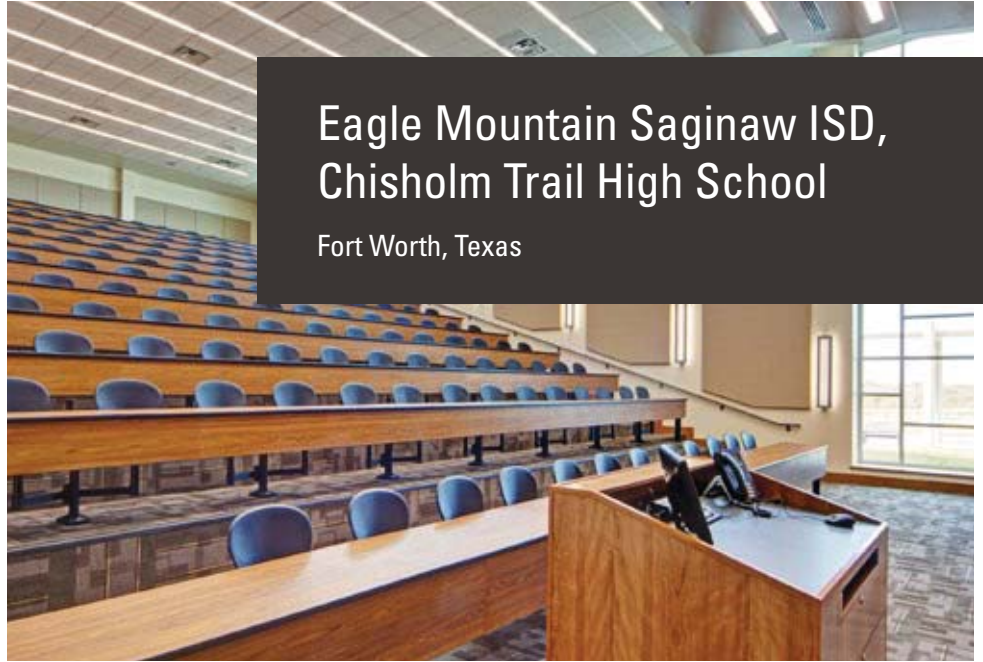
## HIGH SCHOOL

This new 210,000-square-foot high school includes a library, administration area, gymnasium, cafeteria, and a 743-seat auditorium with a second-floor mezzanine.

The focal point of the high school is the auditorium, which is the largest performance center in the Cedar Creek area, with clear vision lines to the stage from every seat in the house, state-of-the-art sound and lighting systems, and a second-floor mezzanine, where all of the lighting, sound and rigging controls are located. This state-of-the-art facility has given Mabank ISD the ability to rent out the auditorium to productions and plays.







The highlight of the 571,812 Chisholm Trail High School is a two-story main classroom wing with labs and two lecture halls, a cafeteria and kitchen, fine arts spaces, a 1,000-seat auditorium, PE locker rooms, 3 practice gymnasiums, and an 1,800-seat competition gym for basketball and volleyball.

The project also includes a large field house, a competition football stadium, a baseball/softball complex that includes competition and practice fields, and an Agriculture building.

## Irving ISD, Crockett Middle School Additions & Renovations

Irving, Texas



# RENOVATION AND ADDITION



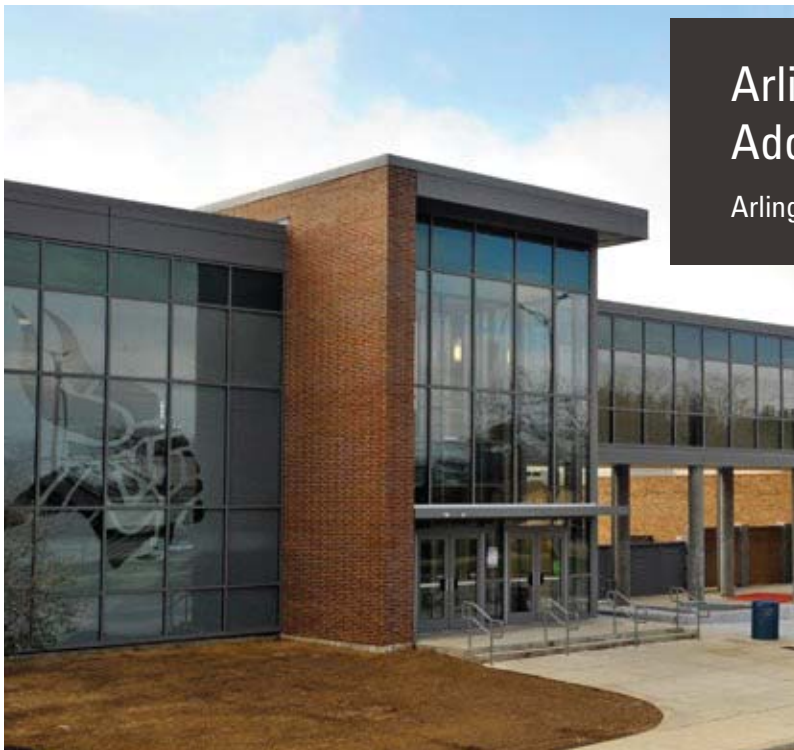
The 155,000-square-foot additions and renovations to the existing Crockett Middle School were part of Phase III of the 2007 Bond Program. The project consisted of an addition to the administrative area, new secure entrance, repaved parking lot, new canopies on the perimeter of the school, updates to the athletic facilities, and upgraded underground drainage. The kitchen and cafeteria were renovated with updated utilities, new equipment, and new kitchen walls with

roll-up doors. The entire facility received new ceilings and flooring. New ornate canopies and windows were added to the perimeter of the facility, with store front windows in the back. The athletic facilities were improved with new gym floors, resurfacing of the track, and new basketball backboards and goals. Lastly, a new fire hydrant system and irrigation system were added.

## Palestine ISD, Northside Elementary School Additions & Renovations

Palestine, Texas

Northside Elementary was built in the 1970's and needed additional space and modern updates. Balfour Beatty was brought in to provide 23,000 square feet of additional classrooms, kitchen and cafeteria and renovate all existing rest rooms. Rest room renovations began during summer break with the additional classroom and kitchen work taking place while school was in session. Special precautions were taking so as not to interrupt students during classroom hours.



## Arlington ISD, Lamar High School Additions & Renovations

Arlington, Texas

The renovations to Lamar High School included 46,000 square feet of additions and a new fire life safety system throughout the campus. The first addition was a classroom wing, featuring a climatized sky bridge connecting the new wing to the existing school, and an outdoor cafeteria patio area. The second addition houses a choir and dance area with sound absorbing practice rooms and wood flooring. The final addition added two green rooms to the center of the existing school in a courtyard area.

# Burleson ISD, Centennial High School

Burleson, Texas



The high school campus includes a nearly 500,000-square-foot main building. The main building had a central core used for the library, administration, and teacher workstations creating a very open design. From the main core there are four wings, athletics, vocational general classrooms and fine

arts. In addition to the main building a 63,000-square-foot field house created a center for the athletic programs. The fine arts program is housed within eight specialty classrooms and features an 800-seat auditorium.

# PERFORMING ARTS

Northwest ISD, Byron  
Nelson High School

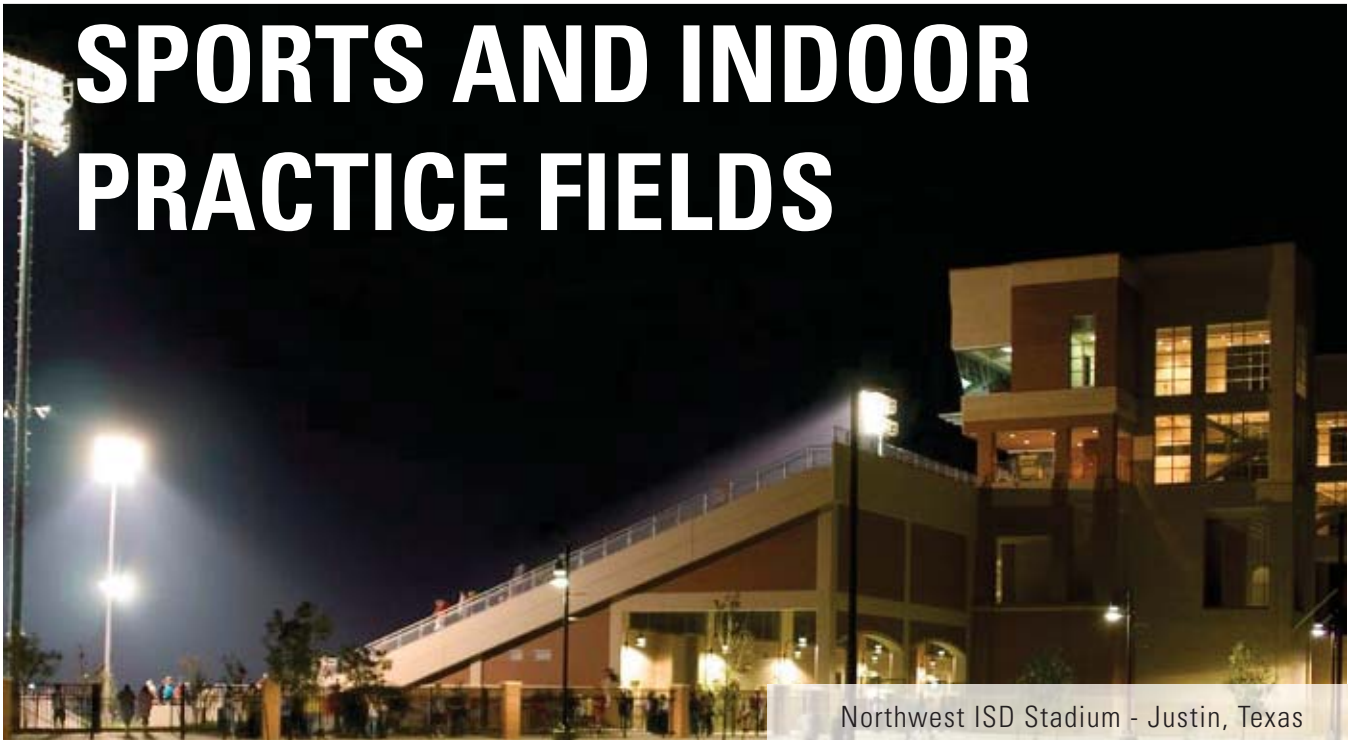
Trophy Club, Texas



The new 502,209-square-foot high school has a three-story academic wing, three gymnasiums, an indoor practice facility, a coffee shop adjacent to the library, and full competition athletic fields. The performing and fine arts area includes an 804-seat auditorium, which shares the main entry of the building allowing the main foyer to serve as a gathering space before and after performances—and of course—showcase the tribute to the High School's namesake, Byron Nelson.



# SPORTS AND INDOOR PRACTICE FIELDS



Northwest ISD Stadium - Justin, Texas

These spaces comprise a diversity of sports areas, creating unique spaces for students to practice. Balfour Beatty is privileged to have played a part in creating some of the most distinctive sports facilities for K-12 campuses.



Denton ISD, CH Collins Stadium - Denton, Texas



Northwest ISD, Byron Nelson High School - Trophy Club, Texas



Burleson ISD, Centennial High School - Burleson, Texas



Denton ISD, Ryan High School - Denton, Texas

# Round Rock ISD, Elsa England Elementary School

Round Rock, Texas



## SUSTAINABILITY



The new Elsa England Elementary is a 123,173-square-foot LEED Silver school. The two-story facility was built using insulated tilt wall panels along the exterior walls with a lightweight concrete roof featuring a reflective coating, the facility's materials create an efficient thermal envelope. This thermal envelope reduces the required energy usage for heating and cooling the building.

The school also features a rooftop solar panel system that produces an estimated 77,500 watts of energy. A remote central plant containing water chillers and cooling towers provides cooling to the rooftop multi-zone HVAC units.





## Irving ISD, Jack E. Singley Academy

Irving, Texas



# AWARD WINNING



This project included a 64,600-square-foot addition and 15,000-square-foot renovation to an existing high school. The additions included a new auditorium with dressing rooms and a set-building room, and a new music and drama room for the fine arts programs.

Four new science labs, a computer lab, and dirty room were also added. A gymnasium with locker rooms, culinary arts lab and four classrooms finished out the addition.

In 2009, this facility was awarded the TEXO Building of Excellence Award.

The new Joy School is a 25,000-square-foot two-story private school, previously located in an old school house on the same site. The new school includes 30 classrooms, science labs, administration offices, and one-on-one teaching rooms.

There were three phases for construction. Phase I consisted of demolishing the existing parking lot and building back a new, larger lot to accommodate the added occupancy of the new school. Phase II covered the nine month construction schedule of the new school building. During Phase III, the old school was demolished and the new front entrance canopy was built in place of the old school.



## The Joy School

Houston, Texas



# REPLACEMENT

# Balfour Beatty Construction

Balfour Beatty Construction has been a leader in the U.S. commercial construction industry for 81 years providing services through more than 2,400 professionals nationwide. The company consistently ranks as one of the nation's largest building contractors and as a Top Ten Green contractor.

Through strong regional offices, the company serves a broad spectrum of markets, including residential, retail, hospitality, corporate, educational, healthcare, criminal justice, gaming and public assembly facilities for public and private clients nationwide.

The company is part of London-based Balfour Beatty plc, a global leader in professional services, construction services, support services, and infrastructure investment, with more than \$18 billion in annual revenues. To learn more about the business and its subsidiaries, visit [balfourbeattyus.com](http://balfourbeattyus.com).

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