



***HARRIS COUNTY  
APPRAISAL DISTRICT  
Harris County  
Houston, Texas***

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**REQUEST FOR COMPETITIVE  
SEALED PROPOSALS**

***PROPOSAL DOCUMENTS  
PROPOSAL NUMBER 2016-04***

***ISSUANCE DATE: May 18, 2016  
PROPOSAL DEADLINE: JUNE 16, 2016 AT 10:00 A.M.***

***CONSTRUCTION OF TWO NEW STAIRWELLS  
FOR THE HARRIS COUNTY APPRAISAL DISTRICT  
HEADQUARTERS BUILDING***

***13013 NORTHWEST FREEWAY  
HOUSTON, TEXAS 77040***

**Proposal Number 2016-04**  
**CONSTRUCTION OF TWO NEW STAIRWELLS**  
**REQUEST FOR COMPETITIVE SEALED PROPOSALS**  
**Issued: May 18, 2016**

**PERIOD FOR REQUEST FOR COMPETITIVE SEALED PROPOSALS:**

Competitive Sealed Proposals will be received by the Purchasing Manager for the Harris County Appraisal District (the District or HCAD), Second Floor, 13013 Northwest Freeway, Houston, Texas until 10:00 A.M., Thursday, June 16, 2016, and all proposals will be opened and publicly read in the Training Room, 6<sup>th</sup> Floor, 13013 Northwest Freeway at 10:30 A.M. on that date for the purchase of all equipment, material, labor, and performing all work required as specified in this request. **Proposals are being procured pursuant to Texas Government Code Chapter 2269, Subchapter D. Competitive Sealed Proposal Method.**

**Offeror Questions:** All questions and comments regarding this request should be reduced to writing and emailed to Tammy Argento, Purchasing Manager, at [targento@hcad.org](mailto:targento@hcad.org) with a copy to Rick Bihner, Kirksey Architects, at [RickB@kirksey.com](mailto:RickB@kirksey.com).

**Offerors' Conference and Site Visit:** An offerors' conference and site visit is scheduled at 2:00 p.m., Thursday, June 2, 2016. Offerors are urged to attend. The assembly area will be in the 6<sup>th</sup> floor training room.

**INSTRUCTIONS TO OFFERORS**

1. All proposals must be on forms provided in this request and must be written in ink, or by printer. Pencil quotations will not be considered. Proposals must be manually signed in ink by an authorized officer of the company and acknowledged by a Notary Public. Submit an original only, no copies are required. The statement "PROPOSAL #2016-04 ENCLOSED" must be indicated on all proposals. If a proposal is not adequately identified, it will be opened to establish identification and will be processed as any other proposal. However, this results in an unsealed proposal and violates the integrity of purpose for the sealed proposal procedure. Consequently, offerors are urged to make certain the envelope is adequately identified.
2. TIME AND DATE: Proposals MUST physically be in the Purchasing Manager's office, 13013 Northwest Freeway, Second Floor, by 10:00 A.M. on the date proposals are due; an early postmark will not suffice. Be sure you have allowed ample time for postal delivery.
3. WITHDRAWAL OF PROPOSAL: An offeror may withdraw its proposal before the expiration of the time during which a bid may be submitted by submitting a written request for its withdrawal to the officer who holds it. This request must not be altered. Any erasure or alteration of figures may invalidate the proposal on the item on which the erasure or alteration is made.
4. All proposals are for delivery not later than the time stated in the specifications, F.O.B., Destination, and Full Freight Allowed to the point of delivery stated in the Specifications and/or Proposal Form.
5. Offerors are invited to be present at the opening of proposals. After opening, proposals may be inspected in the Purchasing Office, Second Floor, 13013 Northwest Freeway, Houston, Texas.

6. All proposals must show the full name of the firm or person proposing, with the name typewritten or in ink.
7. All proposals must be signed, in ink, by a responsible officer or employee of the firm and title of the officer or employee must be shown. Obligations assumed by the signature must be fulfilled.
8. All proposals must be notarized by a bonded Notary Public.
9. Offerors having delinquent property taxes will not be considered for award.

## **TERMS AND CONDITIONS**

1. This request is not an offer to contract. Only the execution and delivery of a written contract by the District will obligate the District according to the terms and conditions in such contract.
2. A response to this request does not constitute an offer to develop a contract based on the terms stated in an offeror's proposal. The District, at its option, may incorporate any or all parts of a proposal in the contract.
3. All proposals shall become the property of the District and will not be returned.
4. The District reserves the right to waive any and all minor technical inconsistencies in the evaluation of the proposals received.
5. The District reserves the right to re-advertise with either an identical or revised scope, or to cancel the request in its entirety.
6. The District retains the right to contact any or all offerors after submittal in order to obtain supplemental information and/or clarification in either oral or written form.
7. The District retains the right to require the selected offeror to sign a non-disclosure agreement and any additional confidentiality or intellectual property agreements deemed applicable by the scope of this project.
8. Any offeror selected that obtains a contract with the District for this project may not assign, sell or otherwise transfer this contract without written permission of the District.
9. Evaluation shall be used as a determinant as to which proposed items or services are the best value for the District. It shall be based on factors contained in the criteria listed herein and all proposals are subject to negotiations by the District's designated representative(s).
10. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the proposal prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.
11. The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new,

unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item proposal.

12. Each offeror warrants that product sold to the District shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, the District may return the product for correction or replacement at the contractor's expense. If contractor fails to make the appropriate correction within a reasonable time, the District may correct at the contractor's expense.
13. The District reserves the right to terminate a contract with a selected offeror for default if the selected offeror breaches any of the terms therein, including selected offeror's warranties, or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies that the District may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the District's satisfaction and/or to meet all other obligations and requirements.
14. If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

## **PROPOSAL DEPOSIT**

Each proposal shall be accompanied by a security in the form of a Cashier's Check, in an amount not less than three (3) percent of the total amount of the proposal. Offerors shall forfeit its proposal security to HCAD, if the offeror is selected as the successful offeror and fails to execute the contract and provide the Performance Bond and Payment Bond as required by this request.

## **TAXES**

The Harris County Appraisal District is exempt from the Federal Excise and Transportation Tax, and the limited Sales and Use Tax.

## **AWARD**

The District will evaluate proposals and award one or more contracts to one or more offerors on the basis of the best value to the District. The District reserves the right to reject any or all qualifications and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the District to do so.

## **PATENTS**

The offeror agrees to indemnify and save harmless the District, the purchasing agent, and its assistants from all suits and actions of every nature and description brought against them of

any of them, for on account of the use of patented appliances, products or processes and he shall pay royalties and charges which are legal and equitable.

### **INDEMNIFICATION**

Offeror shall defend, indemnify, and hold harmless the District, its officers, and employees, against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of offeror or any agent, employee, subcontractor, or supplier of bidder in the execution or performance of any contract with offeror resulting from this request for proposal.

### **DELEGATION OF AUTHORITY**

The Board delegates to the Chief Appraiser, or the Chief Appraiser's designee(s), all authority that the Board and District have regarding any action authorized or required by Texas Government Code Chapter 2269, including but not limited to the amendment of this request for proposal and any advertisement, amendment, evaluation, negotiation, notice, rejection, review, and selection of any bid, offer, proposal or qualification of any bidder, offeror or proposer under Chapter 2269 for the stairwells construction project; provided, however, the Board shall award the public work contract.

### **DESIGNATION OF ARCHITECT**

The Board designates Kirksey Architects as the architect responsible for preparation of construction documents for the project.

### **EVALUATION CRITERIA**

The District will evaluate and rank the proposals and award the contract to the Offeror(s)' proposal that provide the best value to the District. In determining the best value for the District, the Chief Appraiser or the Chief Appraiser's designee, whether one or more persons, will consider the following criteria and attribute the below weighted percentages to each:

1) pricing structure contained in the proposal	65%
(2) the offeror's experience and reputation	10%
(3) the quality of offeror's service	5%
(4) the impact on the ability of the District to comply with rules relating to historically underutilized businesses	5%
(5) the offeror's safety record	5%
(6) the offeror's proposed personnel	5%
(7) whether the offeror's financial capability is appropriate to the size and scope of the project	5%
(8) any other relevant factor specifically listed in the request for bids, proposals, or qualifications	N/A

## **SELECTION PROCESS**

The District will receive, public open, and read aloud the names of the offerors and the monetary proposals made by the offerors as provided above on June 16, unless extended by addendum. No later than the 45<sup>th</sup> date after the date on which the proposals are opened, the District will evaluate and rank each proposal submitted in related to the selection criteria. The District will select the offeror that submits the proposal that offers the best value for the District based on the selection criteria in this request for proposal and the weighted value for those criteria; and its ranking evaluation. The District will attempt to negotiate a contract with the selected offeror. The District and its architect may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the District is unable to negotiate a satisfactory contract with the selected offeror, the district will formally and in writing, end negotiations with that offeror and proceed to the next offeror in the order of the selection ranking or until the District rejects all proposals. The Board shall approve any award of a contract with the offeror selected by the District. The District will document the basis of its selection and make the evaluations public not later than 7 days after the contract is awarded.

## **THE CONTRACT DOCUMENTS**

The District will use the AIA A107-2007 as the base contract document based on stipulated sum, with changes and supplemental conditions related to the Project. For a partial list of supplemental conditions, see Exhibit attached.

## **EXPERIENCE.**

Each Offeror must also furnish a list of the Offeror's current on-going projects, the anticipated dates of completion for each, and a contact name and phone number of the project owner for each project.

## **QUALIFICATIONS.**

Offerors are required to submit a properly completed Official Request for Proposal Form to the District's Purchasing Office. It is the responsibility of the Offeror to inform the District's Purchasing Office of any changes/deletions to this form as is deemed appropriate. This application is used to establish an offeror's database which is maintained for the purpose of a proposal mailing list, and other references as required. Offerors will be required to submit this form one time. Please contact the District's Purchasing Office at (713) 957-5214 to verify whether this form has been previously submitted.

Each offeror must furnish a list of three similar projects the offeror has performed in the past five years with the contact name and phone number of the project owner for each project. Each offeror must also furnish a list of the offeror's current on-going projects, the anticipated dates of completion for each, and a contact name and phone number of the project owner for each project.

## **LABOR CLASSIFICATION & MINIMUM WAGE SCALE**

1. In accordance with Chapter 2258 of the Government Code, the District has adopted the general prevailing rate schedule of per diem wages for the work to be performed for each craft or type of workman or mechanic and rate of per diem wages which shall be paid for each craft type of workman. See Section B, attached. The law further provides that the Contractor shall forfeit, as a penalty, to the District \$60.00 per day for each laborer, or workman, or mechanic who is not paid the stipulated wage for the type of work performed by him/her as set up in the wage scale. Tex.Gov't Code § 2258.023. The District is authorized to withhold from the Contractor the amount of this penalty in any payment that might be claimed by the Contractor or subcontractor. The Act makes the Contractor responsible for the acts of the subcontractor in this respect.
2. The law likewise requires that the Contractor and subcontractor keep an accurate record of the names and occupations of all persons employed by him/her and show the actual per diem wages paid to each work, and these records are open to the inspection of HCAD. Id., § 2258.024.
3. See Section B for Labor Classification and Minimum Wage Scale for this project.

## **CONFLICTS OF INTEREST**

1. In accordance with Chapter 176 of the Texas Local Government Code, offerors shall complete Conflict of Interest Questionnaire Form CIQ (Appendix A).
2. In accordance with Section 2252.908 of the Texas Government Code, the Contractor shall submit a Certificate of Interested Parties (Form 1295, [www.ethics.state.tx.us](http://www.ethics.state.tx.us)<<http://www.ethics.state.tx.us>> )

**SECTION A**  
**OFFICIAL REQUEST FOR PROPOSALS FORM**



**Proposal Number 2016-04**  
**CONSTRUCTION OF TWO NEW STAIRWELLS**  
**HARRIS COUNTY APPRAISAL DISTRICT HEADQUARTERS BUILDING**

Upon submission of a proposal, the undersigned offeror hereby offers to contract with the Harris County Appraisal District (HCAD) upon the terms and conditions stated in the document entitled "Request for Proposals" for the items and services specified, along with all schedules and exhibits incorporated herein by reference. When issued, Letters of Clarification shall automatically become part of this bid document and shall supersede any previous specifications or provisions in conflict with the Letters of Clarification. It is the responsibility of the offeror to ensure that the offeror has obtained all such letters. By submitting a proposal on this project, offeror shall be deemed to have received all Letters of Clarification and to have incorporated them into its proposal.

HCAD may accept this proposal by issuance of a purchase order or execution of a contract covering award of said proposal to this offeror at any time on or before the 45<sup>th</sup> day following the day this Official Request for Proposals Form is opened by HCAD. This proposal shall be irrevocable for 45 days, but shall expire on the 46<sup>th</sup> day unless the parties mutually agree to an extension of time in writing. The District has budgeted funds for this contract and this contract is not subject to annual appropriation by the Board of Directors of the Harris County Appraisal District.

If HCAD accepts the foregoing offer, this offeror promises to deliver to the Purchasing Manager of HCAD, proof of insurance (certificate of coverage) for the duration of the project as outlined below on or before the 10<sup>th</sup> day after notification of award of the Contract. The Harris County Appraisal District shall be named as an additional insured on all coverages except Workers' Compensation and Employers' Liability.

1. Workers' Compensation Coverage required by Section 406.096, Texas Labor Code for the Contractor and Subcontractors;
2. General liability with limits of not less than \$1,000,000 for each occurrence, with an aggregate limit of \$2,000,000 for bodily injury, personal injury, property damage, and products/completed operations;
3. Automobile liability with a limit of not less than \$1,000,000 for any auto, hired autos, and non-owned autos;
4. Excess/Umbrella liability with a limit of not less than \$1,000,000.

The successful offeror shall furnish a Payment Bond and a Performance Bond in the amount of 100% of the Contract Price executed by a Surety authorized to do business in the State of Texas and meeting the other requirements of Chapter 3503, Texas Insurance Code and Chapter 2253, Texas Government Code. The successful offeror must furnish the Payment Bond and Performance Bond within ten (10) days of the District's Board of Directors' award of the Contract. The cost of the payment and performance bonds must be included in the offer price.



## **SECTION A – OFFICIAL REQUEST FOR PROPOSALS FORM – PAGE 2**

The District will select the proposal that offers the best value to HCAD. The best value will be based on the selection criteria in the Request For Competitive Sealed Proposals and the weighted value for those criteria and the offeror's ranking evaluation. HCAD reserves the right to discuss with the selected offeror, and HCAD's architect or engineer, options for a scope or time modification and any price change associated with the modification. If HCAD and the selected offeror are unable to negotiate a satisfactory contract, then HCAD will formally end negotiations with that offeror in writing and proceed to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

**Representations.** The undersigned offeror:

1. Has examined the request and the offer it has created by submitting its proposal, including the plans and specifications, and all other documents for the Project;
2. Fully understands all factors and conditions affecting or that may affect the work, including the:
  - a. Extent, scope, and character of the work to be performed;
  - b. Location, arrangement, and requirements for the proposed work;
  - c. Roadway and other approaches to the project site;
  - d. Space available for storage;
  - e. Availability and accessibility of utilities;
  - f. Location, condition and nature of the project site, surrounding areas, and existing improvements;
  - g. Anticipated labor supply and costs;
  - h. Availability and cost of equipment, materials, and tools; and
  - i. Issues similar to the above factors and conditions.
3. Has visited the project site and correlated offeror's personal observations with the requirements of the contract documents;
4. Will submit its project schedule to HCAD at the scheduled preconstruction meeting;
5. Forfeits its proposal Security to HCAD, as liquidated damages, if the undersigned offeror is selected as the successful offeror and fails to execute the Contract and provide the Performance Bond and Payment Bond as required by this request; and,
6. Understands that HCAD may reject any or all proposals.

**SECTION A – OFFICIAL REQUEST FOR PROPOSALS FORM – PAGE 3**

**Similar Projects.** Within the past five years, the undersigned offeror has performed the following three projects that are similar to this project:

1. Project No. 1

Name of project: \_\_\_\_\_

Location of project: \_\_\_\_\_

Project cost: \_\_\_\_\_

Name of owner: \_\_\_\_\_

Telephone number of owner: \_\_\_\_\_

2. Project No. 2

Name of project: \_\_\_\_\_

Location of project: \_\_\_\_\_

Project cost: \_\_\_\_\_

Name of owner: \_\_\_\_\_

Telephone number of owner: \_\_\_\_\_

3. Project No. 3

Name of project: \_\_\_\_\_

Location of project: \_\_\_\_\_

Project cost: \_\_\_\_\_

Name of owner: \_\_\_\_\_

Telephone number of owner: \_\_\_\_\_

**SECTION A – OFFICIAL REQUEST FOR PROPOSALS FORM – PAGE 4**

**Current On-Going Projects.** The undersigned offeror has attached a list of each project that it is performing at the time of the request using the format below:

Name of project: \_\_\_\_\_

Location of project: \_\_\_\_\_

Type of project: \_\_\_\_\_

Anticipated completion date: \_\_\_\_\_

Name of owner: \_\_\_\_\_

Telephone number of owner: \_\_\_\_\_

**Letters of Clarification.** The proposal prices reflect the requirements of the following Letters of Clarification which the undersigned offeror has received. If there are no Letters of Clarification the offeror has left them blank:

Clarification No. \_\_\_\_\_ dated \_\_\_\_\_

Clarification No. \_\_\_\_\_ dated \_\_\_\_\_

Clarification No. \_\_\_\_\_ dated \_\_\_\_\_

Clarification No. \_\_\_\_\_ dated \_\_\_\_\_

**SECTION A – OFFICIAL REQUEST FOR PROPOSALS FORM – PAGE 5**

**Proposal Prices.** Furnish all equipment, material, labor, and performing all work as required in accordance with the attached specifications. Project description below is general and not fully inclusive.

**Project:** The addition of (2) new seven story stairwells to the existing building shall be fire rated vertical enclosures, with required site modifications; modifications to the existing loading dock; reinforced concrete foundations; steel structure; brick veneer, metal stud, gypsum board exterior wall construction; steel stairs and handrails; roof deck and roofing material to match existing; stair pressurization (heating and air conditions are not included); standpipe and fire sprinkler systems; as well as interior modifications to accommodate access to the stairs.

Total Proposal: \$ \_\_\_\_\_

Total for the Project to be inclusive of all associated costs for equipment, installation, delivery, labor, insurance, bonds, overhead, disconnect, and removal of existing equipment.

**OFFEROR'S ATTACHMENTS:** Detail below all attachments, which are submitted with the Proposal Form. This list will be used by the Purchasing Manager to verify contents of an offeror's sealed proposal submission. Labeling proposal attachments with the same titles as shown below will facilitate this process.

(NOTE: This listing should also include separate attachments, which are too large, or for some other reason cannot be placed into your sealed envelope containing the proposal documents. These separate attachments should be placed in an envelope or wrapped, and should include a label clearly identifying the offeror's name and the HCAD proposal number and title, as well as the proposal-opening date.)

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(If additional space is needed, please attach a separate space to continue the list.)

**SECTION A – OFFICIAL REQUEST FOR PROPOSALS FORM – PAGE 6**

**OFFEROR'S QUALIFICATIONS**

This list is submitted in connection with the attached proposal, submission of \_\_\_\_\_("the firm"), whose business mailing address is \_\_\_\_\_.

The firm is organized as a (check one as applicable):

Sole proprietorship whose proprietor is \_\_\_\_\_

\_\_\_\_\_(include the business mailing address of the proprietor or note "same" if it is the same as above).

A partnership, each of whose partners having an equity interest of ten percent or more are \_\_\_\_\_

\_\_\_\_\_include the business mailing address of each person or note "same" if it is the same as above).

A corporation, each of whose officers, each of whose directors and each of whose holders of ten percent or more of the outstanding shares of stock are \_\_\_\_\_

\_\_\_\_\_

Include the business mailing address of each person or note "same" if it is the same as above).

I certify that I am duly authorized to submit this list on behalf of the firm, that I am associated with the firm in the capacity noted below and that I have personal knowledge of the accuracy of the information provided herein.

Preparer \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

**SECTION A – OFFICIAL REQUEST FOR PROPOSALS FORM – PAGE 7**

NOTE: This list constitutes a government record, as defined by Section 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in Section 37.10 of the Texas Penal Code. Attach additional pages if needed to supply the required names and addresses.

The undersigned hereby offers to furnish and deliver the goods and/or services as specified at the prices and terms herein stated and in accordance with the Request for Competitive Sealed Proposals, Clarification Letters, and General Conditions of Proposals, all of which are made a part of this offer. All pages of the HCAD form, including but not limited to the conditions of bidding and page one of this request for proposal are incorporated into this proposal for all purposes.

**SUBMIT ORIGINAL PROPOSAL ONLY, NO COPIES NECESSARY. PROPOSAL MUST BE MANUALLY SIGNED IN INK (BLUE INK PREFERRED) BEFORE A NOTARY PUBLIC.**

Respectfully submitted,

Offeror: \_\_\_\_\_  
(Print or type name of offeror-company)

Federal ID Number: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Address (Street or P. O. Box)

\_\_\_\_\_  
City-State-Zip Code

Telephone Number: (\_\_\_\_) \_\_\_\_\_

FAX Number: (\_\_\_\_) \_\_\_\_\_

SUBSCRIBED AND SWORN to before me this the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
Notary Public,  
State of \_\_\_\_\_

**SECTION B**  
**LABOR CLASSIFICATION & MINIMUM WAGE SCALE**  
**May 18, 2016**

<u>Worker Classifications</u>	<u>Rates</u>	<u>Fringes</u>
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)	\$ 22.78	11.90
BOILERMAKER	\$ 23.14	21.55
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work and Metal Stud Installation)	\$ 22.50	8.33
ELECTRICIAN (Excludes Low Voltage Wiring and Installation of Alarms)	\$ 30.25	9.08
ELEVATOR MECHANIC	\$ 39.24	29.985+a
POWER EQUIPMENT OPERATOR Cranes	\$ 34.85	9.85
IRONWORKER, STRUCTURAL	\$ 23.02	6.35
GLAZIER	\$ 23.02	6.35
IRONWORKER, ORNAMENTAL	\$ 23.02	6.35
PLASTERER	\$ 19.92	1.00
PLUMBER (Excludes HVAC Pipe Installation)	\$ 29.64	9.49
PIPEFITTER (Including HVAC Pipe Installation)	\$ 31.73	10.31
SPRINKLER FITTER (Fire Sprinklers)	\$ 27.43	22.52
SHEET METAL WORKER Excludes HVAC Unit Installation	\$ 25.67	12.39
HVAC Duct Installation Only	\$ 25.67	12.39
ACOUSTICAL CEILING MECHANIC	\$ 17.27	3.98
BRICKLAYER	\$ 18.87	0.00

**SECTION B – LABOR CLASSIFICATION & MINIMUM WAGE SCALE – PAGE 2**

<b><u>Worker Classifications</u></b>	<b><u>Rates</u></b>	<b><u>Fringes</u></b>
CAULKER	\$ 15.36	0.00
CEMENT MASON/CONCRETE FINISHER	\$ 13.93	0.00
DRYWALL FINISHER/TAPER	\$ 16.27	3.66
DRYWALL HANGER AND METAL STUD INSTALLER	\$ 17.44	3.93
ELECTRICIAN (Alarm Installation Only)	\$ 17.97	3.37
ELECTRICIAN (Low Voltage Wiring Only)	\$ 18.00	1.68
FLOOR LAYER: Carpet	\$ 20.00	0.00
FORM WORKER	\$ 12.77	0.00
INSULATOR - BATT	\$ 14.87	0.73
IRONWORKER, REINFORCING	\$ 12.14	0.00
LABORER: Common or General	\$ 11.76	0.00
LABORER: Mason Tender - Brick	\$ 13.47	0.00
LABORER: Mason Tender - Cement/Concrete	\$ 10.48	0.00
LABORER: Pipelayer	\$ 12.94	0.00
LABORER: Roof Tearoff	\$ 11.28	0.00
LABORER: Landscape and Irrigation	\$ 9.52	0.00
LATHER	\$ 19.73	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	\$ 13.94	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 13.93	0.00
OPERATOR: Bulldozer	\$ 22.75	0.00
OPERATOR: Drill	\$ 16.22	0.34



**SECTION B – LABOR CLASSIFICATION & MINIMUM WAGE SCALE – PAGE 3**

<u>Worker Classifications</u>	<u>Rates</u>	<u>Fringes</u>
OPERATOR: Forklift	\$ 16.00	0.00
OPERATOR: Grader/Blade	\$ 13.37	0.00
OPERATOR: Loader	\$ 13.55	0.94
OPERATOR: Mechanic	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	0.00
OPERATOR: Roller	\$ 16.00	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping	\$ 17.24	4.41
ROOFER	\$ 15.40	0.00
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 20.05	2.24
TILE FINISHER	\$ 12.00	0.00
TILE SETTER	\$ 16.17	0.00
TRUCK DRIVER: 1/Single Axle Truck	\$ 14.18	0.00
TRUCK DRIVER: Dump Truck	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck	\$ 12.50	0.00
TRUCK DRIVER: Water Truck	\$ 12.00	4.11
WATERPROOFER	\$ 14.39	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

DOL: TX160303 04/01/2016 TX303

## **Exhibit A - Supplemental Conditions AIA Document A107-200**

Sec. 2.1 is amended by adding: "The date of commencement of the Work shall be the date of the receipt of the Owner's written notice to proceed."

Sec. 2.3 is amended by adding: "The Owner will suffer financial loss if the Work is not Substantially Complete within the Contract Time as defined in Article 14, and if Final Completion is not achieved within the specified time following Substantial Completion. As liquidated damages, and not as a penalty, the Contractor and the Contractor's surety shall be liable for and pay the Owner for each calendar day of delay until the Work is substantially complete, whether the Work is completed by Contractor, or by a substitute contractor after Contractor's abandonment of the Work or termination by the Owner for cause: Five Hundred and No/100 Dollars (\$500.00).

Section 3.3 is deleted.

Section 3.4 is deleted.

Sec. 4.1.4 is amended to read: "The Owner will withhold as retainage 5% of the amount due the Contractor on account of progress payments. Texas Gov't Code Sec. 2252.031 et seq."

Sec. 4.1.5 is amended to read: "This contract is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code."

Sec. 5.1 is deleted in its entirety and amended to read: "For any claim, dispute or other matter in question arising out of this Agreement subject to, but not resolved by, mediation pursuant to Section 21.3, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction as provided in Section 21.7."

Sec. 7.1 Add the following: "The Contract Documents also include the Proposal Documents (Advertisements and Requests for Proposals, Instructions to Offerors, Form of Proposal, Payment and Performance Bonds, Certificates of Insurance, Prevailing Wage Rates and Texas Workers Compensation requirements. When the work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement shall apply. Requirements of public authorities apply as minimum requirements and do not supercede more stringent specified conditions.

Sec. 7.5.1 is deleted.

Sec. 8.1.1 is amended to read: "The Owner is the Board of Directors of the Harris County Appraisal District, and is referred to throughout the Contract Documents as if singular in number. The Board designates the Chief Appraiser to represent the Owner, however, such representative shall have the authority to bind the Owner only to the extent expressly authorized by the Owner. The Owner shall furnish a legal description of the site. The Contractor shall confirm all information furnished by the Owner including, but not limited to, the location of each utility. If the Owner has provided geotechnical and other tests to determine the subsurface conditions, the Owner will provide such documents to the Contractor; the Contractor acknowledges that it will make no claims for any subsurface condition or any other conditions revealed by these tests."

Sec. 8.1.2 is amended to read: "The Owner and Contract agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract Documents, either

**Exhibit A - Supplemental Conditions AIA Document A107-200 – Page 2**

express or implied. Contractor represents that the Contractor has reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies, or omissions in the Contract Documents that would delay the Contractor in the performance of the contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delay or disruption of the Work. This limitation of damages is further subject to the limitations set forth in Article 14.

Sec. 9.5 is amended to add: "The Contractor will not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which the District is exempt, and the Owner may provide the Contractor with document necessary to establish the Owner's exemption from such taxes."

Sec. 9.6.2 is amended to add: "The Contractor agrees to indemnify, defend and hold harmless the Owner, its Directors, officers, representatives and employees from and against all claims, fines, penalties, or liabilities from, arising out of, or based upon the actual or asserted violation of any laws, ordinances, rules, regulations, orders or decrees."

Sec. 9.10 is amended to add: "The Contractor will abide by all applicable rules and regulations of the Owner with respect to conduct, including smoking, parking of vehicles, and entry into adjacent facilities owned by the Owner."

Sec. 9.15.1 is amended to read: "**TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, OWNER'S CONSULTANTS AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE LOSS OR EXPENSE (1) IS ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY WILFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.** However, the indemnity provided for in this section shall have no application to any claim, loss, damage, cause of action, suit, or liability where the injury, death or damage results from the sole negligence of owner, owner's consultants, unmixed with the fault of any other person or entity; **PROVIDED THAT WHERE THE NEGLIGENCE OF THE OWNER IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNITY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER AND CONTRACT TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OF JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER AND CONTRACTOR ARE PARTIES.**

Sec. 13.4 is amended to read: "If conditions are encountered at the site which are subsurface or otherwise concealed conditions which were not known to the Contractor, and which differ substantially from those indicated in the Contract Documents, then the Contractor shall notify the Owner and Architect of such conditions promptly before conditions are disturbed, and in no event more than three (3) days after first observation of the conditions. If the Owner and the Contractor cannot agree on an adjustment to the Contract

## **Exhibit A - Supplemental Conditions AIA Document A107-200 – Page 3**

Sum or Contract Time, the adjustment shall be subject to mediation pursuant to Section 21.3.”

Sec. 14.6 is added to read: “This Agreement does not permit the recovery of damages by the Contractor for delay, disruption or acceleration. Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of Contract Time.”

Sec. 15.5.5 is added to read: “Audit. Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with all Work performed hereunder. Contract agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.”

Article 17. Insurance and Bonds.

A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers’ Compensation Commission, or a coverage agreement (DWC-81, DWC-82, DWC-83 or DWC-84), showing statutory Worker’s Compensation insurance coverage for the person’s or entity’s employees providing services on a Project is required for the duration of the Project. [See Workers Compensation Requirements- Texas Labor Code 406.096, attached].

Sec. 17.2 is deleted.

Sec. 17.3 is deleted.

Sec. 18.1.1 is added to read: “If a portion of the Work has been covered and the Owner’s representative has specifically requested to see such Work, or if any known deficiencies exist, or the Contract Documents specifically request inspection prior to its being covered, the Owner’s representative may request to see the Work and it shall be uncovered by the Contractor. If the work is not in accordance with the Contract Documents, it must be corrected and covered at the expense of the Contractor. If the Work is according to the Contract Documents, the cost to restore the cover on the Work is at the sole expense of the Contractor.

Sec. 19.2 is deleted in its entirety and amended to read: “Governing Law. The Contract shall be governed by the law of the State of Texas, without regard to choice of law rules of any jurisdiction. The Contract is deemed performable entirely in Harris County, Texas. Any litigation to enforce or interpret the terms of the Contract or any other litigation arising out of or as a result of the Contract shall be brought in the State courts of Harris County. No provision of the Agreement shall waive any immunity or defense.”

The last sentence of Section 19.3 is deleted.

Section 20.1 is amended to read: “The Contactor may terminate the Contract if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees for any of the following reasons:

.1 issuance of an order of a court or other public authority having jurisdiction which requires all Work to stop;

**Exhibit A - Supplemental Conditions AIA Document A107-200 – Page 4**

.2 an act of government, such as a declaration of national emergency, which requires all Work to stop; or

.3 because the Owner has not made payment with the time stated in the Contract Documents.”

Sec. 21.1 is amended by adding the following sentence: “Claims by the Contractor must be initiated within twenty-one (21) days after occurrence of the event giving rise to such claim.”

Sec. 21.2 is amended to read: “Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with the performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.”

Sec. 21.3 is amended to read: “In the event that the Owner or the Contractor contends that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.”

Sec. 21.4 is amended to read: “In event the Owner and Contractor are unable to agree on mediator or date for mediation, then condition precedent for lawsuit shall deemed to have occurred. Venue for any mediation is in Harris County, Texas.”

Sec. 21.5 is amended to read: “Waiver of Lien. It is agreed and understood that no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall every in any manner have, claim, or acquire any lien upon the building or improvements of whatever nature or kind erected or improved by virtue of this Agreement.”

Sec. 21.6 is amended to read: “Weather. The Contractor is entitled to an extension of Contract Time for delays or disruptions due to unusually severe weather in excess of that normally experiences at the job site. The Contractor shall, however, bear the entire economic risk of all weather delays and disruptions and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for extensions of time due to weather shall be submitted to the Owner not later than the 15<sup>th</sup> day of the month following the month during which the delays or disruptions occurred.”

Sec. 21. 7 is deleted.

Sec. 21.9 is added to read: “Applicability of Tex.Loc.Gov’t Code Chapter 271, Subchapter I. The parties hereto agree and stipulate that this is a contract for goods and services for a governmental purpose. This Agreement does not provide attorney’s fees except as specifically provided related to indemnity. Notwithstanding any other provision herein, the parties hereto shall not be liable to each other for consequential damages, for exemplary damages or for damages for unabsorbed home office overhead.”

## Workers Compensation Requirements- Texas Labor Code 406.096

<a href="#">TITLE 28</a>	INSURANCE
<a href="#">PART 2</a>	TEXAS DEPARTMENT OF INSURANCE, DIVISION OF WORKERS' COMPENSATION
<a href="#">CHAPTER 110</a>	REQUIRED NOTICES OF COVERAGE
<a href="#">SUBCHAPTER B</a>	EMPLOYER NOTICES
RULE §110.110	Reporting Requirements for Building or Construction Projects for Governmental Entities

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(a) The following words and terms, when used in this rule, shall have the following meanings, unless the context clearly indicates otherwise. Terms not defined in this rule shall have the meaning defined in the Texas Labor Code, if so defined.

(1) Certificate of coverage (certificate)--A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a workers' compensation coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project, for the duration of the project.

(2) Building or construction--Has the meaning defined in the Texas Labor Code, §406.096(e)(1).

(3) Contractor--A person bidding for or awarded a building or construction project by a governmental entity.

(4) Coverage--Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(5) Coverage agreement--A written agreement on DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84, filed with the Division of Workers' Compensation which establishes a relationship between the parties for purposes of the Texas Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.

(6) Duration of the project--Includes the time from the beginning of work on the project until the work on the project has been completed and accepted by the governmental entity.

(7) Persons providing services on the project ("subcontractor" in §406.096 of the Act)--With the exception of persons excluded under subsections (h) and (i) of this section, includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes but is not limited to independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity furnishing persons to perform services on the project. "Services" includes but is not limited to providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

(8) Project--Includes the provision of all services related to a building or construction contract for a governmental entity.

(b) Providing or causing to be provided a certificate of coverage pursuant to this rule is a representation by the insured that all employees of the insured who are providing services on the project are covered by workers' compensation coverage, that the coverage is based on proper reporting of classification codes and payroll amounts, and that all coverage agreements have been filed with the appropriate insurance carrier or, in the case of a self-

## **Workers Compensation Requirements- Texas Labor Code 406.096 – Page 2**

insured, with the division. Providing false or misleading certificates of coverage, or failing to provide or maintain required coverage, or failing to report any change that materially affects the provision of coverage may subject the contractor or other person providing services on the project to administrative penalties, criminal penalties, civil penalties, or other civil actions.

(c) A governmental entity that enters into a building or construction contract on a project shall:

(1) include in the bid specifications, all the provisions of paragraph (7) of this subsection, using the language required by paragraph (7) of this subsection;

(2) as part of the contract, using the language required by paragraph (7) of this subsection, require the contractor to perform as required in subsection (d) of this section;

(3) obtain from the contractor a certificate of coverage for each person providing services on the project, prior to that person beginning work on the project;

(4) obtain from the contractor a new certificate of coverage showing extension of coverage:

(A) before the end of the current coverage period, if the contractor's current certificate of coverage shows that the coverage period ends during the duration of the project; and

(B) no later than seven days after the expiration of the coverage for each other person providing services on the project whose current certificate shows that the coverage period ends during the duration of the project;

(5) retain certificates of coverage on file for the duration of the project and for three years thereafter;

(6) provide a copy of the certificates of coverage to the division upon request and to any person entitled to them by law; and

(7) use the language contained in the following figure for bid specifications and contracts, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

(d) A contractor shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

(4) obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other division rules. This notice must be printed with a title in at least

### **Workers Compensation Requirements- Texas Labor Code 406.096 – Page 3**

30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the division on the sample notice, without any additional words or changes:

(8) contractually require each person with whom it contracts to provide services on a project to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e)(3) of this section;

(D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by subparagraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

(e) A person providing services on a project, other than a contractor, shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;

(3) have the following language in its contract to provide services on the project: "By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the division. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions."

(4) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extension of coverage, if the coverage period shown on the certificate of coverage ends during the duration of the project;

(5) obtain from each person providing services on a project under contract to it, and provide as required by its contract:



## **Workers Compensation Requirements- Texas Labor Code 406.096 – Page 4**

(A) a certificate of coverage, prior to the other person beginning work on the project; and  
(B) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(7) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within ten days after the person knew or should have known of the change; and

(8) contractually require each other person with whom it contracts to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to it prior to that other person beginning work on the project;

(C) include in all contracts to provide services on the project the language in paragraph (3) of this subsection;

(D) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each person with whom it contracts, to perform as required by this subparagraph and subparagraphs (A) - (G) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

(f) If any provision of this rule or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provision or application, and to this end the provisions of this rule are declared to be severable.

(g) This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994. This rule is also applicable for those building or construction contracts entered into on or after September 1, 1994, which are not required by law to be advertised for bid.

(h) The coverage requirement in this rule does not apply to motor carriers who are required pursuant to Texas Civil Statutes, Article 6675c, to register with the Texas Department of Transportation and who provide accidental insurance coverage pursuant to Texas Civil Statutes, Article 6675c, §4(j).

(i) The coverage requirement in this rule does not apply to sole proprietors, partners, and corporate officers who meet the requirements of the Act, §406.097(c), and who are explicitly excluded from coverage in accordance with the Act, §406.097(a) (as added by House Bill

## **Workers Compensation Requirements- Texas Labor Code 406.096 – Page 4**

1089, 74th Legislature, 1995, §1.20). This subsection applies only to sole proprietors, partners, and corporate executive officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

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**Source Note:** The provisions of this §110.110 adopted to be effective September 1, 1994, 19 TexReg 5715; amended to be effective November 6, 1995, 20 TexReg 8609; amended to be effective December 14, 2015, 40 TexReg 8899

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

**OFFICE USE ONLY**

Date Received

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

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
 Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

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

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

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

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

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

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(2) the vendor:

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

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

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

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

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

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

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

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

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.