

CONSTRUCTION AGREEMENT

THE STATE OF TEXAS)
)
COUNTY OF COLLIN) KNOW ALL MEN BY THESE PRESENTS:

This Construction Agreement (the "Agreement") is made by and between **Archer Western Construction, LLC**, a company authorized to do business in Texas, (the "Contractor") and the **Town of Prosper, Texas**, a municipal corporation (the "Owner"). For and in consideration of the payment, agreements and conditions hereinafter mentioned, and under the conditions expressed in the bonds herein, Contractor hereby agrees to complete the construction of improvements described as follows:

**BID NO. 2022-05-B
LOWER PRESSURE PLANE PUMP STATION (A+B+C)**

in the Town of Prosper, Texas, and all extra work in connection therewith, under the terms as stated in the terms of this Contract, including all Contract Documents incorporated herein; and at his, her or their own proper cost and expense to furnish all superintendence, labor, insurance, equipment, tools and other accessories and services necessary to complete the said construction in accordance with all the Contract Documents, incorporated herein as if written word for word, and in accordance with the Plans, which include all maps, plats, blueprints, and other drawings and printed or written explanatory manner therefore, and the Specifications as prepared by Town of Prosper or its consultant hereinafter called Engineer, who has been identified by the endorsement of the Contractor's written bid, the General Conditions of this Contract, the Special Conditions of this Contract, the payment, performance, and maintenance bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire Contract.

A. Contract Documents and Order of Precedence

The Contract Documents shall consist of the following documents:

1. this Construction Agreement;
2. properly authorized change orders;
3. the Special Conditions of this Contract;
4. the General Conditions of this Contract;
5. the Technical Specifications & Construction Drawings of this Contract;
6. the OWNER's Standard Construction Details;
7. the OWNER's Standard Construction Specifications;
8. the OWNER's written notice to proceed to the CONTRACTOR;
9. the Contractor's Cost Bid;
10. any listed and numbered addenda;
11. the Performance, Payment, and Maintenance Bonds; and,
12. any other bid materials distributed by the Owner that relate to the Project.

These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be

resolved by giving precedence to the Contract Documents in the order in which they are listed herein above. If, however, there exists a conflict or inconsistency between the Technical Specifications and the Construction Drawings it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the project.

B. Total of Payments Due Contractor

For performance of the Work in accordance with the Contract Documents, the Owner shall pay the Contractor in current funds an amount not to exceed **Sixteen Million Two Hundred Seventy Eight Thousand Three Hundred Twenty Three Dollars and no cents (\$16,278,323.00)**. This amount is subject to adjustment by change order in accordance with the Contract Documents.

C. Dates to Start and Complete Work

Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **610** calendar days after the date of the Notice to Proceed for the base bid. Within **30** additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

Under this Construction Agreement, all references to "day" are to be considered "calendar days" unless noted otherwise.

D. CONTRACTOR'S INDEMNITY TO THE OWNER AND OTHERS

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEY FEES WHICH MAY ARISE BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGE TO, OR LOSS OF USE OF ANY PROPERTY OCCASIONED BY ERROR, OMISSION, OR NEGLIGENT ACT OF CONTRACTOR, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF CONTRACTOR OR ANY SUBCONTRACTORS, INVITEES, AND ANY OTHER THIRD PARTIES OR PERSONS FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE, IN ANY WAY ARISING OUT OF, RELATING TO, RESULTING FROM, OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT, AND CONTRACTOR WILL AT HIS OR HER OWN COST AND EXPENSE DEFEND AND PROTECT TOWN OF PROSPER (OWNER) FROM ANY AND ALL SUCH CLAIMS AND DEMANDS.

CONTRACTOR DOES HEREBY AGREE TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TOWN OF PROSPER (OWNER) TOGETHER WITH ITS MAYOR AND TOWN COUNCIL AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES, FROM AND

AGAINST ANY AND ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION OF EVERY KIND INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, COURT COSTS AND ATTORNEYS FEES FOR INJURY OR DEATH OF ANY PERSON OR FOR LOSS OF, DAMAGES TO, OR LOSS OF USE OF ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHETHER THE CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LIABILITY, LOSSES, PENALTIES, SUITS OR CAUSES OF ACTION ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE TOWN OF PROSPER (OWNER), ITS MAYOR AND TOWN COUNCIL, OFFICERS, OFFICIALS, AGENTS OR EMPLOYEES. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT TOWN OF PROSPER (OWNER) FROM THE CONSEQUENCES OF TOWN OF PROSPER'S (OWNER'S) OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS A SOLE OR CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE.

IN ANY AND ALL CLAIMS AGAINST ANY PARTY INDEMNIFIED HEREUNDER BY ANY EMPLOYEE OF THE CONTRACTOR, ANY SUB-CONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION HEREIN PROVIDED SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR ANY SUB-CONTRACTOR UNDER WORKMEN'S COMPENSATION OR OTHER EMPLOYEE BENEFIT ACTS.

INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

In its sole discretion, the Owner shall have the right to approve counsel to be retained by Contractor in fulfilling its obligation to defend and indemnify the Owner. Contractor shall retain approved counsel for the Owner within seven (7) business days after receiving written notice from the Owner that it is invoking its right to indemnification under this Construction Agreement. If Contractor does not retain counsel for the Owner within the required time, then the Owner shall have the right to retain counsel and the Contractor shall pay these attorneys' fees and expenses.

The Owner retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so. To the extent that Owner elects to provide and pay for any such costs, Contractor shall indemnify and reimburse Owner for such costs.

(Please note that this "broad-form" indemnification clause is not prohibited by Chapter 151 of the Texas Insurance Code as it falls within one of the exclusions contained in Section 151.105 of the Texas Insurance Code.)

E. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the Town prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration. Certificates holder shall be listed as follows, with the project/contract number referenced:

Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078

re: BID NO. 2022-05-B
LOWER PRESSURE PLANE PUMP STATION

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
- b. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
- c. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.

2. Minimum Limits of Insurance

Contractor shall maintain throughout contract limits not less than:

- a. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - 1) Premises / Operations
 - 2) Broad Form Contractual Liability
 - 3) Products and Completed Operations
 - 4) Personal Injury

- 5) Broad Form Property Damage
 - 6) Explosion Collapse and Underground (XCU) Coverage.
- b. Workers' Compensation and Employer's Liability: Workers' Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 per injury, \$300,000 per occurrence, and \$100,000 per occupational disease.
 - c. Automobile Liability: \$1,000,000 Combined Single Limit. Limits can only be reduced if approved by the Town. Automobile liability shall apply to all owned, hired and non-owned autos.
 - d. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure. Town shall be listed as Loss Payee.
 - e. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverages.
3. Deductible and Self-Insured Retentions

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the Town.

4. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

- a. General Liability and Automobile Liability Coverage

- 1) The Town, its officers, officials, employees, boards and commissions and volunteers are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town, its officers, officials, employees or volunteers.
- 2) The contractor's insurance coverage shall be primary insurance in respects to the Town, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the Town, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.

- 3) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Town, its officers, officials, employees, boards and commissions or volunteers.
- 4) The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

b. Workers' Compensation and Employer's Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Town, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the Town.

c. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the Town for all occurrences, except 10 days written notice to the Town for non-payment.

5. Acceptability of Insurers

The Town prefers that Insurance be placed with insurers with an A.M. Best's rating of no less than A- VI, or better.

6. Verification of Coverage

Contractor shall provide the Town with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. Town will not accept Memorandums of Insurance or Binders as proof of insurance. The Town reserves the right to require complete, certified copies of all required insurance policies at any time.

F. Performance, Payment and Maintenance Bonds

The Contractor shall procure and pay for a Performance Bond applicable to the work in the amount of one hundred fifteen percent (115%) of the total proposed price, and a Payment Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The Contractor shall also procure and pay for a Maintenance Bond applicable to the work in the amount of one hundred percent (100%) of the total proposed price. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in this Construction Agreement. The performance, payment and maintenance bonds shall be issued in the form attached to this Construction Agreement as Exhibits B, C and D. Other performance, payment and maintenance bond forms shall not be accepted. Among other things, these bonds shall apply to any work performed during the two-year warranty period after acceptance as described in this Construction Agreement.

The performance, payment and maintenance bonds shall be issued by a corporate surety, acceptable to and approved by the Town, authorized to do business in the State of Texas, pursuant to Chapter 2253 of the Texas Government Code. Further, the Contractor shall supply capital and surplus information concerning the surety and reinsurance information concerning the performance, payment and maintenance bonds upon Town request. In addition to the foregoing requirements, if the amount of the bond exceeds One Hundred Thousand Dollars (\$100,000) the bond must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company (not qualified on federal obligations) that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer that is authorized and admitted as a reinsurer in Texas who also qualifies as a surety or reinsurer on federal obligations as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

G. Progress Payments and Retainage

As it completes portions of the Work, the Contractor may request progress payments from the Owner. Progress payments shall be made by the Owner based on the Owner's estimate of the value of the Work properly completed by the Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if the Contractor provides to the Owner satisfactory evidence that material suppliers have been paid for these materials.

No progress payment shall be due to the Contractor until the Contractor furnishes to the Owner:

1. copies of documents reasonably necessary to aid the Owner in preparing an estimate of the value of Work properly completed;
2. full or partial releases of liens, including releases from subcontractors providing materials or delivery services relating to the Work, in a form acceptable to the Owner releasing all liens or claims relating to goods and services provided up to the date of the most recent previous progress payment;
3. an updated and current schedule clearly detailing the project's critical path elements; and
4. any other documents required under the Contract Documents.

Progress payments shall not be made more frequently than once every thirty (30) calendar days unless the Owner determines that more frequent payments are appropriate. Further, progress payments are to be based on estimates and these estimates are subject to correction through the adjustment of subsequent progress payments and the final payment to Contractor. If the Owner determines after final payment that it has overpaid the Contractor, then Contractor agrees to pay to the Owner the overpayment amount specified by the Owner within thirty (30) calendar days after it receives written demand from the Owner.

The fact that the Owner makes a progress payment shall not be deemed to be an admission by the Owner concerning the quantity, quality or sufficiency of the Contractor's work. Progress payments shall not

be deemed to be acceptance of the Work nor shall a progress payment release the Contractor from any of its responsibilities under the Contract Documents.

After determining the amount of a progress payment to be made to the Contractor, the Owner shall withhold a percentage of the progress payment as retainage. The amount of retainage withheld from each progress payment shall be set at five percent (5%). Retainage shall be withheld and may be paid to:

1. ensure proper completion of the Work. The Owner may use retained funds to pay replacement or substitute contractors to complete unfinished or defective work;
2. ensure timely completion of the Work. The Owner may use retained funds to pay liquidated damages; and
3. provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Retained funds shall be held by the Owner in accounts that shall not bear interest. Retainage not otherwise withheld in accordance with the Contract Documents shall be returned to the Contractor as part of the final payment.

H. Withholding Payments to Contractor

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that the Work has not been performed in accordance with the Contract Documents. The Owner may use these funds to pay replacement or substitute contractors to complete unfinished or defective Work.

The Owner may withhold payment of some or all of any progress or final payment that would otherwise be due if the Owner determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the Owner is entitled to indemnification from Contractor under the Contract Documents.

Amounts withheld under this section shall be in addition to any retainage.

I. Acceptance of the Work

When the Work is completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

It is specifically provided that Work shall be deemed accepted on the date specified in the Owner's written notice of acceptance of the Work. The Work shall not be deemed to be accepted based on "substantial completion" of the Work, use or occupancy of the Work, or for any reason other than the Owner's

written Notice of Acceptance. Further, the issuance of a certificate of occupancy for all or any part of the Work shall not constitute a Notice of Acceptance for that Work.

In its discretion, the Owner may issue a Notice of Acceptance covering only a portion of the Work. In this event, the notice shall state specifically what portion of the Work is accepted.

J. Acceptance of Erosion Control Measures

When the erosion control measures have been completed, the Contractor shall request that the Owner perform a final inspection. The Owner shall inspect the Work. If the Owner determines that the Work has been completed in accordance with the Contract Documents and per TPDES General Construction Permit, it shall issue a written Notice of Acceptance of the Work. If the Owner determines that the Work has not been completed in accordance with the Contract Documents or TPDES General Construction Permit, then it shall provide the Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

K. Final Payment

After all Work required under the Contract Documents has been completed, inspected, and accepted, the Town shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to:

1. include the estimate of the value of Work properly completed since the date of the most recent previous progress payment;
2. correct prior progress payments; and
3. include retainage or other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to the Contractor shall not be due until the Contractor provides original full releases of liens from the Contractor and its subcontractors, or other evidence satisfactory to the Owner to show that all sums due for labor, services, and materials furnished for or used in connection with the Work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The Owner may, but is not obligated to issue final payment using joint checks.

Final payment to the Contractor shall not be due until the Contractor has supplied to the Owner original copies of all documents that the Owner determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the Owner has satisfied its obligation to administer the Construction Agreement in accordance with applicable law. The following documents shall, at a minimum, be required to be submitted prior to final payment being due: redline as-built construction plans; consent of surety to final payment; public infrastructure inventory; affidavit of value for public infrastructure; and, final change order(s). "Redline as-built construction plans" shall include, but are not limited to markups for change orders, field revisions, and quantity overruns as applicable. The list of documents contained in this provision is not an exhaustive and exclusive list for every project performed pursuant to these Contract Documents

and Contractor shall provide such other and further documents as may be requested and required by the Owner to close out a particular project.

Subject to the requirements of the Contract Documents, the Owner shall pay the Final Payment within thirty (30) calendar days after the date specified in the Notice of Acceptance. This provision shall apply only after all Work called for by the Contract Documents has been accepted.

L. Contractor's Warranty

For a two-year period after the date specified in a written notice of acceptance of Work, Contractor shall provide and pay for all labor and materials that the Owner determines are necessary to correct all defects in the Work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor. This shall also include areas of vegetation that did meet TPDES General Construction Permit during final close out but have since become noncompliant.

Forty-five (45) to sixty (60) calendar days before the end of the two-year warranty period, the Owner may make a warranty inspection of the Work. The Owner shall notify the Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the Owner shall mail to the Contractor a written notice that specifies the defects in the Work that are to be corrected.

The Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If the Contractor does not begin the remedial work timely or prosecute it diligently, then the Owner may pay for necessary labor and materials to effect repairs and these expenses shall be paid by the Contractor, the performance bond surety, or both.

If the Owner determines that a hazard exists because of defective materials and workmanship, then the Owner may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to the Contractor or its surety. Expenses incurred by the Owner to alleviate the hazard shall be paid by the Contractor, the performance bond surety, or both.

Any Work performed by or for the Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. By way of example only, this is to ensure that Work performed during the warranty period is performed with required insurance and the performance and payment bonds still in effect.

Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this section.

The Owner may make as many warranty inspections as it deems appropriate.

M. Compliance with Laws

The Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the Work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the Work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

Ancillary/Integral Professional Services: In selecting an architect, engineer, land surveyor, or other professional to provide professional services, if any, that are required by the Contract Documents, Contractor shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and shall so certify to the Town the Contractor's agreement to comply with this provision with Contractor's bid.

N. "Anti-Israel Boycott" Provision

In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of 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. Chapter 2270 does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of the company verifies by its signature to this Contract that the company does not boycott Israel and will not boycott Israel during the term of this Contract.

O. Other Items

The Contractor shall sign the Construction Agreement, and deliver signed performance, payment and maintenance bonds and proper insurance policy endorsements (and/or other evidence of coverage) within ten (10) calendar days after the Owner makes available to the Contractor copies of the Contract Documents for signature. Six (6) copies of the Contract Documents shall be signed by an authorized representative of the Contractor and returned to the Town.

The Construction Agreement "effective date" shall be the date on which the Town Council acts to approve the award of the Contract for the Work to Contractor. It is expressly provided, however, that the Town Council delegates the authority to the Town Manager or his designee to rescind the Contract award to Contractor at any time before the Owner delivers to the Contractor a copy of this Construction Agreement that bears the signature of the Town Manager and Town Secretary or their authorized designees. The purpose of this provision is to ensure:

1. that Contractor timely delivers to the Owner all bonds and insurance documents; and
2. that the Owner retains the discretion not to proceed if the Town Manager or his designee determines that information indicates that the Contractor was not the lowest responsible

bidder or that the Contractor cannot perform all of its obligations under the Contract Documents.

THE CONTRACTOR AGREES THAT IT SHALL HAVE NO CLAIM OR CAUSE OF ACTION OF ANY KIND AGAINST OWNER, INCLUDING A CLAIM FOR BREACH OF CONTRACT, NOR SHALL THE OWNER BE REQUIRED TO PERFORM UNDER THE CONTRACT DOCUMENTS, UNTIL THE DATE THE OWNER DELIVERS TO THE CONTRACTOR A COPY OF THE CONSTRUCTION AGREEMENT BEARING THE SIGNATURES JUST SPECIFIED.

The Contract Documents shall be construed and interpreted by applying Texas law. Exclusive venue for any litigation concerning the Contract Documents shall be Collin County, Texas.

In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

Although the Construction Agreement has been drafted by the Owner, should any portion of the Construction Agreement be disputed, the Owner and Contractor agree that it shall not be construed more favorably for either party.

The Contract Documents are binding upon the Owner and Contractor and shall insure to their benefit and as well as that of their respective successors and assigns.

If Town Council approval is not required for the Construction Agreement under applicable law, then the Construction Agreement "effective date" shall be the date on which the Town Manager and Town Secretary or their designees have signed the Construction Agreement. If the Town Manager and Town Secretary sign on different dates, then the later date shall be the effective date.

[Signatures continued on following page.]

ARCHER WESTERN CONSTRUCTION, LLC

TOWN OF PROSPER, TEXAS

By: _____

Title: _____

Date: _____

Address: 1411 Greenway Dr.
Irving, Texas 75038

Phone: _____

Email: _____

By: **HARLAN JEFFERSON**

Title: Town Manager

Date: _____

Address: 250 W. First St.
P.O. Box 307
Prosper, Texas 75078

Phone: (972) 346-2640

Email: hjefferson@prospertx.gov

ATTEST:

MICHELLE LEWIS SIRIANNI
Town Secretary

PERFORMANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Beneficiary", in the penal sum of _____ Dollars (\$_____) plus fifteen percent (15%) of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Beneficiary, dated on or about the **14th day of June, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**BID NO. 2022-05-B
LOWER PRESSURE PLANE PUMP STATION (A+B+C)**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform and fulfill all of the undertakings, covenants, terms, conditions and agreements of said Contract in accordance with the Plans, Specifications and Contract Documents during the original term thereof and any extension thereof which may be granted by the Beneficiary, with or without notice to the Surety, and during the life of any guaranty or warranty required under this Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; and, if the Principal shall repair and/or replace all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of final completion and final acceptance of the Work by Owner; and, if the Principal shall fully indemnify and save harmless the Beneficiary from and against all costs and damages which Beneficiary may suffer by reason of failure to so perform herein and shall fully reimburse and repay Beneficiary all outlay and expense which the Beneficiary may incur in making good any default or deficiency, then this obligation shall be void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Plans, Specifications and Drawings, etc., accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

Company Name

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

PAYMENT BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter called Principal, and _____, a corporation organized and existing under the laws of the State of _____, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the **TOWN OF PROSPER**, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter called "Owner", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements hereinafter referred to in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price) in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. The penal sum of this Bond shall automatically be increased by the amount of any Change Order or Supplemental Agreement, which increases the Contract price, but in no event shall a Change Order or Supplemental Agreement, which reduces the Contract price, decrease the penal sum of this Bond.

THE OBLIGATION TO PAY SAME is conditioned as follows: Whereas, the Principal entered into a certain Contract with the Town of Prosper, the Owner, dated on or about the **14th day of June, A.D. 2022**, a copy of which is attached hereto and made a part hereof, to furnish all materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**BID NO. 2022-05-B
LOWER PRESSURE PLANE PUMP STATION (A+B+C)**

NOW THEREFORE, if the Principal shall well, truly and faithfully perform its duties and make prompt payment to all persons, firms, subcontractors, corporations and claimants supplying labor and/or material in the prosecution of the Work provided for in the above-referenced Contract and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to the Surety is hereby expressly waived, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

This Bond is given pursuant to the provisions of Chapter 2253 of the Texas Government Code, and any other applicable statutes of the State of Texas.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may

be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, this, the _____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

SURETY:

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

NOTE: Date on **Page 1** of Performance Bond must be **same date as Contract**. Date on **Page 2** of Performance Bond must be **after date of Contract**. If Resident Agent is not a corporation, give a person's name.

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS: That _____ whose address is _____, hereinafter referred to as "Principal," and _____, a corporate surety/sureties organized under the laws of the State of _____ and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the **TOWN OF PROSPER**, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of _____ DOLLARS (\$_____) (one hundred percent (100%) of the total bid price), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Contract with the Town of Prosper, dated on or about the **14th day of June, 2022**, to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

**BID NO. 2022-05-B
LOWER PRESSURE PLANE PUMP STATION (A+B+C)**

in the Town of Prosper, Texas, as more particularly described and designated in the above-referenced contract, such contract being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word:

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the Town Manager or his designee shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void; otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Contract.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in either Collin or Dallas Counties to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in two copies, each one of which shall be deemed an original, on this the ____ day of _____, 2022.

ATTEST:

PRINCIPAL:

By: _____
Signature

By: _____
Signature

Typed/Printed Name

Typed/Printed Name

Title

Title

Address

Address

City State Zip

City State Zip

Phone Fax

Phone Fax

[Signatures continued on following page.]

ATTEST:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SURETY:

By: _____
Signature

Printed Name

Title

Address

City State Zip

Phone Fax

SPECIAL CONDITIONS

SC.01 PURPOSE: The Special Conditions contained herein set forth conditions or requirements particular to this Contract: **BID NO. 2022-05-B LOWER PRESSURE PLANE PUMP STATION**

The Special Conditions supplement the General Conditions and the Standard Specifications and take precedence over any conditions or requirements of the General Conditions and the Standard Specifications with which they are in conflict.

SC.02 DEFINITIONS: The following words and expressions, or pronouns used in their place, shall wherever they appear in this Contract, be construed as follows, unless a different meaning is clear from the context:

- **ENGINEER:** The Engineer of Record as shown on the Construction Drawings:
Clayton Barnard, P.E. Freese and Nichols, Inc.

SC.03 MINIMUM STANDARDS OF RESPONSIBILITY: A prospective vendor must affirmatively demonstrate responsibility. The Town of Prosper may request representation and other information sufficient to determine respondent's ability to meet the minimum standards, including but not limited to:

- A. Have adequate financial resources, or the ability to obtain such resources as required;
- B. Have a satisfactory record of performance on a minimum of three (3) completed projects of similar scope, quantities, and cost, within the past five (5) years;
- C. Ability to comply with the required or proposed delivery schedule;
- D. Have a satisfactory record of integrity and ethics; and
- E. Be otherwise qualified and eligible to receive an award.

SC.04 BID AWARD: The award shall be based on the lowest responsive and responsible bidder taking into consideration the number of days bid to complete the project.

A. For the purpose of award, each bid submitted shall consist of:

1. Base Bid (A) = The correct summation of the products and the quantities shown in the bid proposal, multiplied by the bid unit prices.
2. Time Bid (B) = (CD x Daily Value). The product of the total number of calendar days (CD) provided by the Contractor to complete the project and the daily value established in SC.04 B.
3. Total Bid = Base Bid (A) + Time Bid (B). The lowest Total Bid will be determined by the Town as the lowest sum of the Base Bid (A) + the Time Bid (B).

Note: The dollar value of the Time Bid (B) will be used for evaluation purposes only, and will not be included in the contract award. However, the successful Contractor will be responsible for completing construction within the number of calendar days bid.

B. **Contractor will enter the number of days to complete the project in the appropriate section of the Bid Attributes.** The Town will calculate the Time Bid using the number of days bid by Contractor, and the corresponding value of a calendar day indicated in the matrix below, based on total of Contractor's Base Bid (A). The Town reserves the right to set a maximum value to the total number of days.

Amount of Contract (\$)	Value of a Calendar Day (\$)
\$1,500,000 to \$1,999,999.99	\$500 per day
\$2,000,000 to \$2,999,999.99	\$1,000 per day
\$3,000,000 to \$3,999,999.99	\$1,500 per day
More than \$4,000,000.00	\$2,000 per day

SC.05 PROJECT COMPLETION REQUIREMENT: Contractor shall begin work within ten (10) calendar days after receiving a written Notice to Proceed or written Work Order from the Owner. All Work required under the Contract Documents shall be substantially completed within **610** calendar days after the date of the Notice to Proceed for the base bid. Within **30** additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment.

SC.06 SUBMITTALS: In order for your bid to be considered responsive, the following information should be submitted:

- A. Respond to all Bid Items listed for this project.
- B. Respond to all Bid Attributes listed for this project.
- C. Submit Bid Guarantee (Bid Bond or Cashier's Check)
- D. Complete and submit the Completed Projects and References Worksheet.
- E. Submit resumes for key personnel that will be assigned to the project (executive and management team, as well as on-site project manager).
- F. Submit a sample of an actual project schedule used during construction.

SC.07 SPECIAL CONDITIONS FOR TOWN'S UTILIZATION OF FEDERAL GRANT FUNDS: Contractor agrees and acknowledges that funds received by it from the Town of Prosper, Texas, are subject to certain federal grant restrictions, as noted and as applicable:

- A. United States Department of Commerce Standard Terms and Conditions.
- B. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000d. Specifically, during the performance of this Contract, the contractor agrees as follows:
 - 1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, or national origin. Such action shall include but not be limited to employment, upgrading, demotion or transfer, recruitment or retirement, advertising, layoff or termination, rates of pay or other forms of compensation, and selection training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
 - 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, sex, or national origin.
 - 3. The contractor will send to each labor union or representative of workers with whom he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order Number 11246, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order Number 11246, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 5. The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 6. In the event of the contractor's non-compliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order Number 11246, as amended or by rules, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.
 7. The contractor will include the provisions of Paragraphs 1 and 6 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order Number 11246, as amended, so that such provisions will be binding upon each subcontractor or purchase order, as the contracting agency may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided however, that in the event the contractor becomes involved in or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- C. All provisions contained in the Davis-Bacon Act, as amended, 40 U.S.C. §§ 3141-3148; 42 U.S.C. § 3212.
 - D. The Contract Work Hours and Safety Standards Act, as amended, and all applicable provisions related thereto, pursuant to 40 U.S.C. §§ 3701-3708.
 - E. The National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800).
 - F. Preservation of Historical and Archeological Data (54 U.S.C. § 312502).
 - G. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.).
 - H. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 et seq.).
 - I. The Energy Conservation and Production Act (42 U.S.C. § 6834 et seq.).
 - J. Executive Order 13717, "Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction."
 - K. Any and all applicable state or local construction codes, standards and requirements.
 - L. Any other federal laws, regulations or guidelines related to this award, including but not limited to any requirement contained in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Appendix II to Part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards."

SC.08 STANDARD TERMS AND CONDITIONS: The EDA Standard Terms and Conditions for Construction Projects (March 22, 2021) and the Town of Prosper General Conditions for Construction are both applicable to this bid. However, should a conflict arise between the two, the EDA Standard Terms and Conditions for Construction Projects shall govern.

SC.09 PREVAILING DAVIS-BACON WAGE RATES: The Davis-Bacon and Related Acts apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in this area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The Davis-Bacon Act applies to contractors and subcontractors performing work on federal or District of Columbia contracts. The Davis-Bacon Act prevailing wage provisions apply to the "Related Acts," under which federal agencies assist construction projects through grants, loans, loan guarantees, and insurance.

For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The overtime provisions of the Fair Labor Standards Act may also apply to DBA-covered contracts.

The current prevailing Davis-Bacon wage rate determinations for heavy construction in Collin and Denton counties that must be followed are outlined at the following link: https://sam.gov/search/?index=dba&sort=-modifiedDate&page=1&pageSize=25&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5BsimpleSearch%5D%5BkeywordRadio%5D=ALL&sfm%5BwdLocationWrapper%5D%5BwdStates%5D%5B0%5D%5Bkey%5D=TX&sfm%5BwdLocationWrapper%5D%5BwdStates%5D%5B0%5D%5Bvalue%5D=Texas&sfm%5BwdLocationWrapper%5D%5BwdCounty%5D%5B0%5D%5Bkey%5D=14837&sfm%5BwdLocationWrapper%5D%5BwdCounty%5D%5B0%5D%5Bvalue%5D=Collin&sfm%5Bconstruction_type%5D%5B0%5D%5Bkey%5D=Heavy&sfm%5Bconstruction_type%5D%5B0%5D%5Bvalue%5D=Heavy

SC.10 SUBMISSION OR DELIVERY OF BID: Bids for the construction services specified will be received online, or in hard copy. The date/time stamp located in the Purchasing Office serves as the official time clock. Late Submissions will not be considered. Submissions received after the stated deadline shall be refused and returned unopened. The Town of Prosper is not responsible for issues encountered with methods of delivery.

A. Online Submission

Bids may be submitted online through IonWave.net, the Town's e-procurement system. Please ensure that you provide all required information, including attachments. Any additional response attachments must be uploaded and included with your submission in order to be considered.

B. Mailed/Delivered Submission

Bids must be submitted with the BID number and the respondent's name and address clearly indicated on the front of the envelope. Please submit one (1) unbound original and one (1) copy of your bid, in a sealed envelope or package to the address listed below:

Delivery Address:

Town of Prosper
Attn: Purchasing Manager
250 W. First St.
3rd Floor Finance Suite
Prosper, Texas 75078

Mailing Address (US Postal Service Only):

Town of Prosper
Attn: Purchasing Manager
P.O. Box 307
Prosper, Texas 75078



2022-05-B Addendum 5

Lower Pressure Plane Pump Station

Issue Date: 4/6/2022

Questions Deadline: 4/19/2022 12:00 PM (CT)

Response Deadline: 5/10/2022 10:00 AM (CT)

Contact Information

Contact: Jay Carter, Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1028

Email: jcarter@prospertx.gov

Event Information

Number: 2022-05-B Addendum 5
Title: Lower Pressure Plane Pump Station
Type: Request for Bids
Issue Date: 4/6/2022
Question Deadline: 4/19/2022 12:00 PM (CT)
Response Deadline: 5/10/2022 10:00 AM (CT)
Notes: **PROJECT ESTIMATE: \$15,556,000**

The Town of Prosper is accepting competitive sealed bids for BID NO. 2022-05-B LOWER PRESSURE PLANE PUMP STATION. Bids will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 10:00 A.M. on Tuesday, May 10, 2022. Any bids received after this time will not be accepted, and will be returned unopened. The bid opening will be held online on Tuesday, May 10, 2022 @ 11:00 A.M. To participate in the bid opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/81550204153>

Meeting ID: 815 5020 4153

Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782,

+1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of the Lower Pressure Plane Pump Station in accordance with the plans and specifications as well as various site improvements including but not limited to extensions of existing yard piping, grading, driveway, and drainage. This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

Each bid submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount bid, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Engineering Department, 250 W. First Street, Prosper, Texas, 75078,

Phone: (972) 569-1198 without charge. These documents may be acquired from that office for the non-refundable purchase price of \$50.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link: <http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this bid should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Purchasing Manager, at jcarter@prospertx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Tuesday, April 19, 2022. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit the Planholder Registration Form to be added to the official Planholders List.

Ship To Information

Contact: Jay Carter, Purchasing Manager
Address: Purchasing Office
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1028
Email: jcarter@prospertx.gov

Billing Information

Contact: Accounts Payable
Address: Finance
Town Hall
3rd Floor
250 W. First St.
P.O. Box 307
Prosper, TX 75078
Phone: (972) 569-1017
Email: ap@prospertx.gov

Bid Activities

Pre-Bid Meeting

4/14/2022 10:00:00 AM (CT)

A pre-bid meeting will be held online for this project at 10:00 A.M., Thursday April 14, 2022. Attendance is optional.

To participate in the pre-bid meeting, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/82999161240>

Meeting ID: 829 9916 1240

Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592 or +1 346 248 7799

The bid opening will be held online on Tuesday, April 26, 2022 @ 11:00 A.M.

To participate in the bid opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/81550204153>

Meeting ID: 815 5020 4153

Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782, +1 301 715 8592, +1 346 248 7799

Bid Attachments

2202-05-B Addendum #5.pdf

2202-05-B Addendum #5

[Download](#)

2202-05-B Addendum #4.pdf

2202-05-B Addendum #4

[Download](#)

2202-05-B Addendum #3.pdf

2202-05-B Addendum #3

[Download](#)

2022-05-B Addendum 2.pdf

2022-05-B Addendum 2

[Download](#)

Bid No. 2022-05-B Addendum No. 1 - Cover.pdf

Addendum No. 1 - Cover

[Download](#)

Bid No. 2022-05-B Contract Documents and Specifications R4-12-22.pdf

Contract Documents and Specifications R4-12-22

[Download](#)

Bid No. 2022-05-B - Lower Pressure Plane Pump Station Plan Set.pdf

Bid No. 2022-05-B Construction Plans

[Download](#)

Standard Terms and Conditions for Procurements Construction V 4-24-20.pdf

Standard Terms and Conditions for Procurements Construction

[Download](#)

EDA-Construction-Standard-Terms-and-Conditions.pdf

EDA-Construction-Standard-Terms-and-Conditions

[Download](#)

GENERAL CONDITIONS CIP 2-21-2020.pdf

GENERAL CONDITIONS CIP 2-21-2020

[Download](#)

Insurance Requirements for Construction Services R7-25-19.pdf

Insurance Requirements for Construction Services

[Download](#)

Requirements_Affirmative_Action_(EEO).pdf

Requirements for Affirmative Action

[Download](#)

Bid No. 2022-05-B Bid Bond.pdf

Bid No. 2022-05-B Bid Bond.pdf

[Download](#)

CIP Completed Projects and References Worksheet 5-7-20 - Fillable.pdf

CIP Completed Projects and References Worksheet

[Download](#)

Out of State Contractor Compliance Form.pdf

[Download](#)

Out of State Contractor Compliance Form

Conflict of Interest Questionnaire - fillable.pdf

[Download](#)

Conflict of Interest Questionnaire

Bid No. 2022-05-B Planholder Registration Form.pdf

[Download](#)

Bid No. 2022-05-B Planholder Registration Form

Requested Attachments

Bid Bond

(Attachment required)

Completed Projects and References Worksheet

(Attachment required)

Conflict of Interest Questionnaire

Only submit if applicable

Out of State Contractor Compliance Form

Only submit if applicable

Bid Attributes

1 Bid Proposal Condition No. 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

I Agree

(Required: Check if applicable)

2 Bid Proposal Condition No. 2

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

I Agree

(Required: Check if applicable)

3 Bid Proposal Condition No. 3

The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.

I Agree

(Required: Check if applicable)

4 Bid Proposal Condition No. 4

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

I Agree

(Required: Check if applicable)

5 Bid Proposal Condition No. 5

Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

I Agree

(Required: Check if applicable)

6 Bid Proposal Condition No. 6

Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

I Agree

(Required: Check if applicable)

7 Bid Proposal Condition No. 7

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

I Agree

(Required: Check if applicable)

8 Bid Proposal Condition No. 8

Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

I Agree

(Required: Check if applicable)

9 Bid Proposal Condition No. 9

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

I Agree

(Required: Check if applicable)

10 Bid Proposal Condition No. 10

Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and **within the number of calendar days bid based on date of Notice to Proceed.**

I Agree

(Required: Check if applicable)

1 1	Bid Proposal Condition No. 11 Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within the number of calendar days bid as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions. <input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i>
----------------------	--

1 2	Bid Proposal Condition No. 12 Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits. <input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i>
----------------------	--

1 3	Bid Proposal Condition No. 13 Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested. <input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i>
----------------------	---

1 4	Bid Proposal Condition No. 14 In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by surety company named in the space provided , to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction. <input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i>
----------------------	--

1 5	Bid Proposal Condition No. 15 The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner. <input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i>
----------------------	---

1 6	Bid Proposal Condition No. 16 The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final. <input type="checkbox"/> I Agree <i>(Required: Check if applicable)</i>
----------------------	--

1 7	Base Bid Cost of Materials \$ <input type="text"/> <i>(Required: Numbers only)</i>
----------------------	--

1 8	Base Bid Cost of Labor, Profit, etc. <input type="text" value="\$"/> <i>(Required: Numbers only)</i>
----------------------	--

1 9	Addendum No. 1 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged <i>(Optional: Check if applicable)</i>
----------------------	---

2 0	Addendum No. 2 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged <i>(Optional: Check if applicable)</i>
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2 1	Addendum No. 3 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged <i>(Optional: Check if applicable)</i>
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2 2	Addendum No. 4 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged <i>(Optional: Check if applicable)</i>
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2 3	Addendum No. 5 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input type="checkbox"/> Acknowledged <i>(Optional: Check if applicable)</i>
----------------------	---

2 4	Subcontractor 1 - Name Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable. <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
----------------------	--

2 5	Subcontractor 1 - Type of Work <hr/> <hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>
----------------------	--

2 6	Subcontractor 1 - % of Work <input type="text" value=""/> % <i>(Optional)</i>
----------------------	--

27 Subcontractor 2 - Name

(Optional: Maximum 1000 characters allowed)

28 Subcontractor 2 - Type of Work

(Optional: Maximum 1000 characters allowed)

29 Subcontractor 2 - % of Work

%

(Optional)

30 Subcontractor 3 - Name

(Optional: Maximum 1000 characters allowed)

31 Subcontractor 3 - Type of Work

(Optional: Maximum 1000 characters allowed)

32 Subcontractor 3 - % of Work

%

(Optional)

33 Subcontractor 4 - Name

(Optional: Maximum 1000 characters allowed)

34 Subcontractor 4 - Type of Work

(Optional: Maximum 1000 characters allowed)

35 Subcontractor 4 - % of Work

%

(Optional)

36	Subcontractor 5 - Name
	<hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

37	Subcontractor 5 - Type of Work
	<hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

38	Subcontractor 5 - % of Work
	<input type="text"/> % <i>(Optional)</i>

39	Supplier 1 - Name
	Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required.
	<hr/> <hr/> <i>(Optional: Maximum 1000 characters allowed)</i>

40	Supplier 1 - Type of Material/Equipment
	<hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

41	Supplier 2 - Name
	<hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

42	Supplier 2 - Type of Material/Equipment
	<hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

43	Supplier 3 - Name
	<hr/> <hr/>
	<i>(Optional: Maximum 1000 characters allowed)</i>

**4
4** **Supplier 3 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

**4
5** **Supplier 4 - Name**

(Optional: Maximum 1000 characters allowed)

**4
6** **Supplier 4 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

**4
7** **Supplier 5 - Name**

(Optional: Maximum 1000 characters allowed)

**4
8** **Supplier 5 - Type of Material/Equipment**

(Optional: Maximum 1000 characters allowed)

**4
9** **Project Timeline: Substantial Completion**
 Provide number of days to reach substantial completion of all construction

(Required: Numbers only)

**5
0** **Project Timeline: Final Completion**
 Provide number of days to reach final completion of all construction

(Required: Numbers only)

Bid Lines

1 **Package Header**

Section A Pump Station

Quantity: 1 Total: \$

Supplier Notes: _____

No bid
 Additional notes

Package Items

1.1 Item A-01 - Mobilization (Not to exceed 3% of Pump Station Bid Items)

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.2 Item A-02 – Storm Water Pollution Prevention Plan

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.3 Item A-03 – Trench Safety

(Response required)

Quantity: 1557 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.4 Item A-04 – Lower Pressure Plane Pump Station Building and Substructure

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.5 Item A-05 – Lower Pressure Plane Pump Station Yard Piping, Valves, and All Appurtenances

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.6 Item A-06 – Lower Pressure Plane Pump Station and Electrical Building Equipment and Lighting

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.7 Item A-07 – Backup Generator
(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$
Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1.8 Item A-08 – Lower Pressure Plane Pump Station Instrumentation and Controls
(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$
Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2 Package Header

Section B Pipeline Base

Quantity: 1 Total: \$
Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Package Items

2.1 Item B-01 - Mobilization (Not to exceed 3% of Pipeline Bid Items)
(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$
Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2.2 Item B-02 – Site Clearing and Grubbing
(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$
Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2.3 Item B-03 – Storm Water Pollution Prevention Plan
(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$
Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2.4 Item B-04 – Trench Safety

(Response required)

Quantity: 1985 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.5 Item B-05 – Cathodic Protection System

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.6 Item B-06 – 4-inch CAV and Manhole

(Response required)

Quantity: 2 UOM: EA Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.7 Item B-07 – Seeding

(Response required)

Quantity: 2.35 UOM: AC Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.8 Item B-08 – 60-inch Steel Casing by Other Than Open Cut

(Response required)

Quantity: 75 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2.9 Item B-09 – Hydrostatic Testing

(Response required)

Quantity: 1 UOM: LS Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

3 Package Header

Section C Option 1 - Pipeline Bar-Wrapped Concrete Cylinder Pipe Material

Quantity: 1 Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

Package Items

3.1 Item C-01 – Option 1 Lower Pressure Plane Pipeline Bar Wrapped Concrete Cylinder Pipe

(Response required)

Quantity: 2060 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

4 Package Header

Section D Option 2 - Pipeline Polyurethane Steel Pipe Material

Quantity: 1 Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

Package Items

4.1 Item D-01 – Option 2 Lower Pressure Plane Pipeline Polyurethane Coated Steel Pipe

(Response required)

Quantity: 2060 UOM: LF Unit Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

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

Print Name

Signature



2022-05-B Addendum 5

Archer Western Construction

Supplier Response

Event Information

Number: 2022-05-B Addendum 5
Title: Lower Pressure Plane Pump Station
Type: Request for Bids
Issue Date: 4/6/2022
Deadline: 5/10/2022 10:00 AM (CT)
Notes: **PROJECT ESTIMATE: \$15,556,000**

The Town of Prosper is accepting competitive sealed bids for BID NO. 2022-05-B LOWER PRESSURE PLANE PUMP STATION. Bids will be accepted online through IonWave.net, the Town's e-procurement system, or in hard copy in the Purchasing Office located in the 3rd Floor Finance Suite of Town Hall, 250 W. First St., Prosper, Texas 75078 until 10:00 A.M. on Tuesday, May 10, 2022. Any bids received after this time will not be accepted, and will be returned unopened. The bid opening will be held online on Tuesday, May 10, 2022 @ 11:00 A.M. To participate in the bid opening, please use the following:

Join Zoom Meeting: <https://us02web.zoom.us/j/81550204153>
Meeting ID: 815 5020 4153
Dial-in any of these numbers: +1 929 436 2866, +1 312 626 6799, +1 669 900 6833, +1 253 215 8782,
+1 301 715 8592 or +1 346 248 7799

The Project consists of furnishing all labor, equipment and materials (except as otherwise specified), and performing all work necessary for the construction of the Lower Pressure Plane Pump Station in accordance with the plans and specifications as well as various site

improvements including but not limited to extensions of existing yard piping, grading, driveway, and drainage. This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program.

Each bid submitted shall be accompanied by a cashier's check in the amount of 5% of the maximum amount bid, payable without recourse to the Town of Prosper, or a Bid Bond in the same amount from a reliable surety company as a guarantee that, if awarded the contract, the successful Contractor will execute a Construction Agreement with the Town, including all required bonds and other documents.

The successful Contractor shall furnish a Performance Bond in the amount of 115% of the contract amount, and a Payment Bond in the amount of 100% of the contract amount, as well as evidence of all required insurance coverage within ten (10) calendar days of notice of award. The successful Contractor shall also furnish a Maintenance Bond in the amount of 100% of the contract amount covering defects of material and workmanship for two calendar years following the Town's approval and acceptance of the construction. An approved surety company, licensed in the State of Texas, shall issue all bonds in accordance with Texas law.

Copies of Plans, Specifications, and Contract Documents may be examined at Town of Prosper Engineering Department, 250 W. First Street, Prosper, Texas, 75078, Phone: (972) 569-1198 without charge. These documents may be acquired from that office for the non-refundable purchase price of \$50.00 per set, payable to the Town of Prosper. Copies of Plans, Specifications, and Contract Documents may also be downloaded free of charge from Current Bidding Opportunities, at the following link:
<http://www.prospertx.gov/business/bid-opportunities/>.

Questions and requests for clarifications in regards to this bid should be submitted in writing through IonWave.net, the Town's e-procurement system, or emailed directly to Jay Carter, NIGP-CPP, CPPB, C.P.M., Purchasing Manager, at jcarter@prospertx.gov. The deadline for receipt of questions and requests for clarifications is 12:00 P.M. on Tuesday, April 19, 2022. After that day and time, no further questions or requests for clarifications will be accepted or answered by the Engineer or Town.

Please complete and submit the Planholder Registration Form to be added to the official Planholders List.

Contact Information

Contact: Jay Carter, Purchasing Manager

Address: Purchasing Office

Town Hall

3rd Floor

250 W. First St.

P.O. Box 307

Prosper, TX 75078

Phone: (972) 569-1028

Email: jcarter@prospertx.gov

Archer Western Construction Information

Contact: Rod Lunkwitz
Address: 1411 Greenway Drive
Irving, TX 75038
Phone: (972) 457-8500
Fax: (972) 457-8501
Email: rlunkwitz@archerwestern.com

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

Jeff Scott
Signature

jscott@archerwestern.com
Email

Submitted at 5/10/2022 9:53:34 AM

Requested Attachments

Bid Bond	Bid Bond.pdf
Completed Projects and References Worksheet	CIP Completed Projects and References Worksheet_Sample Schedule_Resumes.pdf
Conflict of Interest Questionnaire	Conflict of Interest Questionnaire.pdf
Only submit if applicable	
Out of State Contractor Compliance Form	Out of State Contractor Compliance to State Law.pdf
Only submit if applicable	

Response Attachments

Signature Resolution of Authority for AWC, LLC Daniel P. Walsh & Scott Smiley.pdf

Signature Resolution of Authority

Supplier Information Signed Page.pdf

Supplier Information Signed Page

Pump Submittal Data Sheet - Peerless.pdf

Pump Submittal Data Sheet - Peerless

Pump Submittal Data Sheet - Smith Pump.pdf

Pump Submittal Data Sheet - Smith Pump

Pump Submittal Data Sheet - Floway.pdf

Pump Submittal Data Sheet - Floway

Pump Submittal Data Sheet - Johnson Pump.pdf

Pump Submittal Data Sheet - Johnson Pump

Bid Attributes

1 Bid Proposal Condition No. 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

I Agree (I Agree)

2 Bid Proposal Condition No. 2

Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those terms and conditions dealing with the disposition of Bid guaranty. This Bid will remain subject to acceptance for 90 calendar days after the day of opening Bids. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Contract Documents within ten (10) calendar days after the date of Owner's Notice of Award.

I Agree (I Agree)

3 Bid Proposal Condition No. 3

The right is reserved, as the interest of the Owner may require, to reject any and all Bids and to waive any informality in the Bids received.

I Agree (I Agree)

4 Bid Proposal Condition No. 4

Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

I Agree (I Agree)

5 Bid Proposal Condition No. 5

Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies that pertain to the subsurface or physical conditions at the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Bidder considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

I Agree (I Agree)

6 Bid Proposal Condition No. 6

Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by the Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

I Agree (I Agree)

7 Bid Proposal Condition No. 7

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

I Agree (I Agree)

8	<p>Bid Proposal Condition No. 8</p> <p>Bidder has given Engineer written notice of all conflicts, errors or discrepancies that it has discovered, if any, in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
9	<p>Bid Proposal Condition No. 9</p> <p>This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from submitting a Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
10	<p>Bid Proposal Condition No. 10</p> <p>Bidder will substantially complete the Work for the price(s) shown in the schedule of bid items and within the number of calendar days bid based on date of Notice to Proceed.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
11	<p>Bid Proposal Condition No. 11</p> <p>Bidder hereby agrees to commence work within ten (10) days after the date written notice to proceed shall have been given to him, and to substantially complete the work on which he has bid within the number of calendar days bid as part of this Proposal. Within 30 additional calendar days after Substantial Completion, all outstanding issues shall be addressed and ready for final payment. All such time restrictions are subject to such extensions of time as are provided by the General Provisions and Special Conditions.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
12	<p>Bid Proposal Condition No. 12</p> <p>Bidder agrees that the implementation of the Owner's right to delete any portion of the improvements shall not be considered as waiving or invalidating any conditions or provisions of the contract or bonds. Bidder shall perform the Work as altered and no allowances shall be made for anticipated profits.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
13	<p>Bid Proposal Condition No. 13</p> <p>Since the Work on this Project is being performed for a governmental body and function, the Owner will issue to the Contractor a certificate of exemption for payment for the State Sales TAX on materials incorporated into this Project if requested.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
14	<p>Bid Proposal Condition No. 14</p> <p>In the event of the award of a contract, vendor will furnish a Performance Bond for 115% of the contract amount, and a Payment Bond for 100% of the contract amount, to secure proper compliance with the terms and provisions of the contract with sureties offered by surety company named in the space provided, to insure and guarantee the work until final completion and acceptance, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract. In addition, the undersigned will furnish a Maintenance Bond for 100% of the contract amount covering defects of material and workmanship for two calendar years following the Owner's approval and acceptance of the construction.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>
15	<p>Bid Proposal Condition No. 15</p> <p>The work, proposed to be done, shall be accepted when fully completed in accordance with the plans and specifications, to the satisfaction of the Engineer and the Owner.</p> <p><input checked="" type="checkbox"/> I Agree (I Agree)</p>

1 6	Bid Proposal Condition No. 16 The vendor submitting this Bid certifies that the bid prices contained in this Bid have been carefully checked and are submitted as correct and final. <input checked="" type="checkbox"/> I Agree (I Agree)
--------	---

1 7	Base Bid Cost of Materials <input type="text" value="\$5000000"/>
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1 8	Base Bid Cost of Labor, Profit, etc. <input type="text" value="\$12324803"/>
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1 9	Addendum No. 1 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input checked="" type="checkbox"/> Acknowledged (Acknowledged)
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2 0	Addendum No. 2 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input checked="" type="checkbox"/> Acknowledged (Acknowledged)
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2 1	Addendum No. 3 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input checked="" type="checkbox"/> Acknowledged (Acknowledged)
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2 2	Addendum No. 4 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input checked="" type="checkbox"/> Acknowledged (Acknowledged)
--------	---

2 3	Addendum No. 5 Bidder has examined copies of all the Contract Documents and of the following Addenda (if issued) <input checked="" type="checkbox"/> Acknowledged (Acknowledged)
--------	---

2 4	Subcontractor 1 - Name Each Bidder shall include a list of proposed subcontractors, the type of work to be completed by each such subcontractor and the approximate percentage of contract labor to be completed by each subcontractor. If complete listing of subcontracts totals more than five, please attach such additional pages as may be required. Owner reserves the right to accept or reject any subcontracts and/or amount subcontracted that it deems to be objectionable. <input type="text" value="FSG"/>
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2 5	Subcontractor 1 - Type of Work <input type="text" value="Electrical"/>
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2 6	Subcontractor 1 - % of Work <input type="text" value="30%"/>
--------	--

2 7	Subcontractor 2 - Name <input type="text" value="Berger Engineering"/>
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28	Subcontractor 2 - Type of Work	HVAC
29	Subcontractor 2 - % of Work	3.15%
30	Subcontractor 3 - Name	Corrosion Control Resources
31	Subcontractor 3 - Type of Work	Painting
32	Subcontractor 3 - % of Work	0.8%
33	Subcontractor 4 - Name	Prime
34	Subcontractor 4 - Type of Work	Instrumentation
35	Subcontractor 4 - % of Work	3.75%
36	Subcontractor 5 - Name	Acurva
37	Subcontractor 5 - Type of Work	Roofing
38	Subcontractor 5 - % of Work	1.12%
39	Supplier 1 - Name	Each Bidder shall include a list of proposed suppliers of major materials and equipment to be furnished and installed in connection with this Bid. If complete listing of suppliers totals more than five, please attach such additional pages as may be required. Smith
40	Supplier 1 - Type of Material/Equipment	Pumps
41	Supplier 2 - Name	No response
42	Supplier 2 - Type of Material/Equipment	No response

4 3	Supplier 3 - Name	<input type="text" value="No response"/>
4 4	Supplier 3 - Type of Material/Equipment	<input type="text" value="No response"/>
4 5	Supplier 4 - Name	<input type="text" value="No response"/>
4 6	Supplier 4 - Type of Material/Equipment	<input type="text" value="No response"/>
4 7	Supplier 5 - Name	<input type="text" value="No response"/>
4 8	Supplier 5 - Type of Material/Equipment	<input type="text" value="No response"/>
4 9	Project Timeline: Substantial Completion Provide number of days to reach substantial completion of all construction	<input type="text" value="610"/>
5 0	Project Timeline: Final Completion Provide number of days to reach final completion of all construction	<input type="text" value="640"/>

Bid Lines

1	Package Header		
	Section A Pump Station		
	Quantity: <u> 1 </u>	Total:	<input type="text" value="\$15,027,428.00"/>
	Package Items		
	1.1 Item A-01 - Mobilization (Not to exceed 3% of Pump Station Bid Items)		
	Quantity: <u> 1 </u> UOM: <u> LS </u> Unit Price: <input type="text" value="\$15,000.00"/>	Total:	<input type="text" value="\$15,000.00"/>
	1.2 Item A-02 – Storm Water Pollution Prevention Plan		
	Quantity: <u> 1 </u> UOM: <u> LS </u> Unit Price: <input type="text" value="\$25,200.00"/>	Total:	<input type="text" value="\$25,200.00"/>
	1.3 Item A-03 – Trench Safety		
	Quantity: <u>1557</u> UOM: <u> LF </u> Unit Price: <input type="text" value="\$4.00"/>	Total:	<input type="text" value="\$6,228.00"/>
1.4 Item A-04 – Lower Pressure Plane Pump Station Building and Substructure			
Quantity: <u> 1 </u> UOM: <u> LS </u> Unit Price: <input type="text" value="\$7,894,900.00"/>	Total:	<input type="text" value="\$7,894,900.00"/>	
1.5 Item A-05 – Lower Pressure Plane Pump Station Yard Piping, Valves, and All Appurtenances			
Quantity: <u> 1 </u> UOM: <u> LS </u> Unit Price: <input type="text" value="\$2,228,400.00"/>	Total:	<input type="text" value="\$2,228,400.00"/>	

1.6 Item A-06 – Lower Pressure Plane Pump Station and Electrical Building Equipment and Lighting

Quantity: 1 UOM: LS Unit Price: Total:

1.7 Item A-07 – Backup Generator

Quantity: 1 UOM: LS Unit Price: Total:

1.8 Item A-08 – Lower Pressure Plane Pump Station Instrumentation and Controls

Quantity: 1 UOM: LS Unit Price: Total:

2 Package Header

Section B Pipeline Base

Quantity: 1 Total:

Package Items

2.1 Item B-01 - Mobilization (Not to exceed 3% of Pipeline Bid Items)

Quantity: 1 UOM: LS Unit Price: Total:

2.2 Item B-02 – Site Clearing and Grubbing

Quantity: 1 UOM: LS Unit Price: Total:

2.3 Item B-03 – Storm Water Pollution Prevention Plan

Quantity: 1 UOM: LS Unit Price: Total:

2.4 Item B-04 – Trench Safety

Quantity: 1985 UOM: LF Unit Price: Total:

2.5 Item B-05 – Cathodic Protection System

Quantity: 1 UOM: LS Unit Price: Total:

2.6 Item B-06 – 4-inch CAV and Manhole

Quantity: 2 UOM: EA Unit Price: Total:

2.7 Item B-07 – Seeding

Quantity: 2.35 UOM: AC Unit Price: Total:

2.8 Item B-08 – 60-inch Steel Casing by Other Than Open Cut

Quantity: 75 UOM: LF Unit Price: Total:

2.9 Item B-09 – Hydrostatic Testing

Quantity: 1 UOM: LS Unit Price: Total:

3 Package Header

Section C Option 1 - Pipeline Bar-Wrapped Concrete Cylinder Pipe Material

Quantity: 1 Total:

Package Items

3.1 Item C-01 – Option 1 Lower Pressure Plane Pipeline Bar Wrapped Concrete Cylinder Pipe

Quantity: 2060 UOM: LF Unit Price: Total:

4 Package Header

Section D Option 2 - Pipeline Polyurethane Steel Pipe Material

Quantity: 1

Total: \$1,046,480.00

Package Items

4.1 Item D-01 – Option 2 Lower Pressure Plane Pipeline Polyurethane Coated Steel Pipe

Quantity: 2060 UOM: LF Unit Price: \$508.00 Total: \$1,046,480.00

Response Total: \$17,324,803.00

BID BOND

STATE OF TEXAS)
)
COUNTY OF COLLIN)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Archer Western Construction, LLC, whose address is 1411 Greenway Dr., Irving, TX 75038, hereinafter called Principal, and Travelers Casualty and Surety Company, a corporation organized and existing under the laws of the State of Connecticut, and fully licensed to transact business in the State of Texas, as Surety, are held and firmly bound unto the Town of Prosper, a home-rule municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as "Owner," in the penal sum of \$ ^{Five Percent (5%) of the} Maximum Amount Bid as the proper measure of liquidated damages arising out of or connected with the submission of a Bid Proposal for the construction of a public work project, in lawful money of the United States, to be paid in Collin County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents. The condition of the above obligation is such that whereas the Principal has submitted to Owner a certain Bid Proposal, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the construction of:

**BID NO. 2022-05-B
LOWER PRESSURE PLANE PUMP STATION**

NOW, THEREFORE, if the Principal's Proposal shall be rejected or, in the alternative, if the Principal's Proposal shall be accepted and the Principal shall execute and deliver a contract in the form of the Contract attached hereto (properly completed in accordance with said Proposal) and shall furnish performance, payment and maintenance bonds required by the Contract Documents for the Project and provide proof of all required insurance coverages for the Project and shall in all other respects perform the agreement created by the acceptance of said Proposal, then this obligation shall be void, otherwise the same shall remain in force and affect; it being expressly understood and agreed that the liability of the Surety for any breach of condition hereunder shall be in the face amount of this bond and forfeited as a proper measure of liquidated damages.

PROVIDED FURTHER, that if any legal action were filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

AND PROVIDED FURTHER, the Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such Proposal; and said Surety does hereby waive notice of any such extension.

The undersigned and designated agent is hereby designated by the Surety herein as the Resident Agent in Collin County or Dallas County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship, as provided by Article 7.19-1 of the Insurance Code, Vernon's Annotated Civil Statutes of the State of Texas.

IN WITNESS WHEREOF, this instrument is executed and shall be deemed an original, this, the 10th day of May, 2022.

ATTEST:

By: Matthew Walsh
 Signature
Matthew M. Walsh, IV
 Typed/Printed Name
Secretary
 Title
929 W. Adams Street
 Address
Chicago IL 60607
 City State Zip
312-563-5400 N/A
 Phone Fax

PRINCIPAL:

Archer Western Construction, LLC
 Company Name
 By: Daniel P. Walsh
 Signature
Daniel P. Walsh
 Typed/Printed Name
President
 Title
1411 Greenway Drive
 Address
Irving, TX 75038
 City State Zip
972-457-8500 972-457-8501
 Phone Fax

ATTEST:

By: Ron Phillips
 Signature
Ron Phillips
 Printed Name
Witness
 Title
929 W. Adams St.
 Address
Chicago IL 60607
 City State Zip
312-492-0644 N/A
 Phone Fax

SURETY: Travelers Casualty and Surety Company

By: Anne McCullom
 Signature
Anne McCullom
 Printed Name
Attorney-in-Fact
 Title
929 W. Adams St.
 Address
Chicago IL 60607
 City State Zip
630-961-7037 630-961-7020
 Phone Fax

The Resident Agent of the Surety in Collin County or Dallas County, Texas, for delivery of notice and service of the process is:

NAME: Travelers Bond / Bridgette S. Jackson
 STREET ADDRESS: 1301 E. Collins Blvd., Ste. 111
 CITY, STATE, ZIP: Richardson, TX 75081

NOTE: If Resident Agent is not a corporation, give a person's name.



**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 **Anne McCullom** of **CHICAGO**, **Illinois**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

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



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

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

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

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




Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this **10th** day of **May**, **2022**




Kevin E. Hughes, Assistant Secretary

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