

**INFORMAL BID  
FOR  
MAIN BUILDING #502 METAL RETROFIT ROOFING  
BID #03252016-012**

March 25, 2016

Proposals will be received by the BROOKS DEVELOPMENT AUTHORITY at 3201 Sidney Brooks, San Antonio, TX 78235 until 10AM CST, on **April 6, 2016** for the metal retrofit roofing on the Brooks Development Authority Main Building #502 in accordance with the Scope of Work, Plans and Specifications.

Proposals may be downloaded at [www.brookscity-base.com](http://www.brookscity-base.com).

Sealed Envelopes containing proposals are to be addressed as follows:

Brooks Development Authority- Informal Bid for Main Building #502  
Metal Retrofit Roofing  
Bid #03252016-012

ATTN: Lucynda Massey, Procurement Manager  
3201 Sidney Brooks  
San Antonio, Texas 78235:

**“BDA reserves the right to reject any or all Proposals and reserves the right to issue a subsequent Informal Bid or cancel the entire Informal Bid process. BDA reserves the right to contact any Respondent for clarification after responses are opened and/or to further negotiate with any Respondent if such clarification is deemed desirable by BDA. BDA reserves the right to evaluate the responses submitted, to waive any informalities and irregularities therein, to select candidates for interview, or to reject any or all submittals should it be deemed in BDA’s best interest. BDA reserves the right to negotiate with any, all or none of the Respondents.”**



INFORMAL BID  
TYPE OF BID

FOR

MAIN BUILDING #502 METAL RETROFIT ROOFING  
PROJECT

MARCH 25, 2016  
ISSUE DATE

March 30, 2016  
9:00 am

**MANDATORY PRE-PROPOSAL MEETING:**

3201 SIDNEY BROOKS  
SAN ANTONIO, TX 78235

FINAL QUESTIONS ARE DUE BY 4:00 PM ON MARCH 31, 2016. THERE WILL BE  
NO EXCEPTIONS FOR LATE QUESTIONS.

RESPONSES TO ALL QUESTIONS WILL BE POSTED TO THE WEBSITE  
BY THE END OF BUSINESS (5:00 pm) ON APRIL 4, 2016.

**APRIL 6, 2016**  
**10:00 AM**  
**SUBMITTAL DEADLINE**  
**3201 SIDNEY BROOKS**  
**SAN ANTONIO, TX 78235**

**\*BDA will not take minutes or record this meeting.**

**APPENDIX A  
CONTRACTOR'S VENDOR PROFILE**

1. **Respondent Information:** Provide the following information regarding the Respondent. (NOTE: Co-Respondents are two or more entities proposing as a team or a legally established joint venture with each signing the contract, if awarded. A joint venture is defined as a business undertaking by two or more parties in which profits, losses, and control are shared. Sub-consultants are not Co-Respondents and should not be identified here. If this proposal is a joint venture, provide the required legal formation documentation).

Respondent Name: \_\_\_\_\_  
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

List here, any other names under which Respondent has operated within the last 10 years. (add space as needed)

- 1.2 **Business Structure:** Check the box that indicates the business structure of the Respondent. **(Please include W9)**

Individual or Sole Proprietorship If checked, list Assumed Name, if any:

Partnership

Corporation If checked, check one:  For-Profit  Nonprofit

Also, check one:  Domestic  Foreign

Other If checked, list business structure: \_\_\_\_\_

- 1.3 **Ownership:** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes  No

- 1.4 Is Respondent authorized and/or licensed to do business in Texas?

Yes  No  If "Yes", list authorizations/licenses.

1.5 Where is the Respondent's corporate headquarters located? To receive SBEDA credit for a local office, the firm must be headquartered or have a significant presence for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based \_\_\_\_\_.

a. Address (please provide a Google map image): \_\_\_\_\_  
\_\_\_\_\_

How long has the Respondent conducted business from the headquarters?  
\_\_\_\_\_

State the number of employees at the corporate headquarters. \_\_\_\_\_

State the number of employees at the local office. \_\_\_\_\_

1.6 **Organizational Chart:** Attach a one page copy of your business organizational chart for the portion of your business that will be involved with this project, complete with names and titles, identify as Attachment 1.6.

1.7 **Debarment/Suspension Information:** Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes  No

If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

\_\_\_\_\_  
\_\_\_\_\_

1.8 **Surety Information:** Has the Respondent ever had a bond or surety canceled or forfeited?

Yes  No

If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

\_\_\_\_\_  
\_\_\_\_\_

1.9 **Bankruptcy Information:** Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes  No

If “Yes”, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

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1.10 **LITIGATION DISCLOSURE - Failure to fully and truthfully disclose the information required by this Litigation Disclosure may result in the disqualification of your bid/proposal from consideration or termination of the contract, once awarded.**

A. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes

No

B. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the BDA, the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes

No

C. Have you or any member of your Firm or Team been involved in any claim or litigation with the BDA, the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes

No

D. Are you currently or in the last five years have you had any litigation with BDA or the City of San Antonio (except to the extent prohibited by law, persons who are engaged in litigation related to Tax Increment Financing (TIF) or Tax Increment Financing Zone (TIRZ) or adversarial proceedings related to TIF or TIRZ against the BDA or the City are ineligible to obtain or continue the use of TIF as principals or participants for the duration of the litigation. A principal or participant includes the TIF applicant, BDA, BDA’s contractors, affiliates, sponsors, payroll employees, or relatives of the first degree of consanguinity. Accordingly, the BDA shall not consider a project proposing the use of TIF, designate a TIRZ, enter into any TIF contracts or agreements with, or authorize or make any TIF payments to persons engaged in litigation related to TIF or TIRZ or adversarial proceedings related to TIF or TIRZ with the BDA or the City. Ineligible persons shall be excluded from participating as either participants or principals in all TIF projects during the term of their litigation. “Person” includes an individual, corporation, organization, government or governmental subdivision or agency, business trust, estate, partnership, association, and any other legal entity). (See Appendix H)

Yes

No

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page and submitted with your bid/proposal as Attachment 1.12.

**2. EXPERIENCE**

2.1 Complete **RELEVANT EXPERIENCE LIST** (You may add lines to this form and provide explanations, as necessary)

**RELEVANT EXPERIENCE LIST**

**Name of**

**Respondent:** \_\_\_\_\_

Date of Project	Name of Project	Type of Contract	Project Type *	Original Contract Amount (in dollars)	Final Contract Amount (in dollars)	Number Change Orders/ Amendments	Location of Project (City/State )	Owner Name	Owner Contact Name	Owner Contact Phone #

2.2 POINT OF CONTACT:

2.2.1 Name of the proposed Point of Contact: \_\_\_\_\_

2.2.2 Number of years of experience (including previous employment):  
\_\_\_\_\_

2.2.3 Number of years employed with this organization \_\_\_\_\_

**2.3 STATEMENT ON PRESIDENT’S EXECUTIVE ORDERS**

Has your firm previously performed work subject to the President’s Executive Orders Numbers 11246 and 11375 or any preceding similar executive orders (Numbers 10925 and 11114)?

Yes

No

Contractors/Consultants/Vendors on work paid by federal funds will be required to comply with the president's executive order no. 11246, "Equal Employment Opportunity," as amended by executive order no. 11375, "amending executive order 11246 relating to equal employment opportunity," and as supplemented by regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department Of Labor.

2.5 Business Type:

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

NAICS Number: \_\_\_\_\_

(Please go to [www.naics.com/search](http://www.naics.com/search) to determine NAICS for your organization).

2.6 **IMPORTANT!! PLEASE ATTACH COPIES OF ALL CERTIFICATIONS:**

a. Are you certified by the **South Central Texas Regional Certification Agency (SCTRCA)** as a Small Business Enterprise (SBE)? YES \_\_\_ NO \_\_\_

b. Are you certified by SCTRCA as a Minority Business Enterprise (MBE)? YES \_\_\_ NO \_\_\_ If yes, Certification No. \_\_\_\_\_

- \_\_\_ African American
- \_\_\_ American Indian or Alaskan Native
- \_\_\_ Asian or Pacific Islander
- \_\_\_ Hispanic
- \_\_\_ Two or More Different Minorities

c. Are you certified by SCTRCA as a Women-Owned Business Enterprise (WBE)? YES \_\_\_ NO \_\_\_ If yes, Certification No. \_\_\_\_\_

d. Are you certified by SCTRCA as a Disadvantaged Business Enterprise (DBE)? YES \_\_\_ NO \_\_\_ If yes, Certification No. \_\_\_\_\_

If not certified, will your business seek certification?

YES \_\_\_ NO \_\_\_

*Contractors can obtain certification from the entities below:*

**SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY (SCTRCA)** 3201 Cherry Ridge, Ste. C-319, San Antonio, Texas 78230 Office: 210-227-4722, Fax: 210-227-5712, Website: [www.sctrca.org](http://www.sctrca.org)

\_\_\_\_\_  
**Contractor Signature & Title**

\_\_\_\_\_  
**Date**

## **APPENDIX B SCOPE OF WORK**

The project scope generally consists of the metal retrofit roofing on the Brooks Development Authority Main Building #502 at 3201 Sidney Brooks Drive, Brooks City Base, San Antonio, Texas. The Main Building retrofit roof area is approximately 4,780 square feet, and is a single story existing building. The existing roof is a concrete roof deck and structure with vegetative roof covering. The scope of roofing work includes removing the vegetation from the roof deck, installing new sloped metal roofing structure, new standing seam metal roofing, metal wall panels and trims, and providing other miscellaneous repairs.

Contractor will be required to provide all demolition of existing materials and new materials necessary or as shown in documents to construct improvements. All demolished materials, surplus excavation materials and soils shall be hauled off site at the Contractor's expense.

The Contractor shall obtain permits and inspections from the City of San Antonio Development Services Department.

The building will remain in operation and occupancy during the roofing replacement work. The Contractor shall provide temporary facilities and controls to maintain safe use and access of the building.

Complete project scope and technical specifications are fully identified in Construction Documents prepared by Debra J. Dockery, Architect, PC.



**APPENDIX C**  
**INSURANCE AND BOND REQUIREMENTS**

BDA will require that the Insurance requirements contained in this Article be included in all its contracts or agreements for Public Improvements where Contractor is seeking payment under this Agreement, unless specifically exempted in writing by the BDA.

1. Prior to the commencement of any work under this Agreement, Contractor shall furnish copies of all required endorsements and the original completed Certificate(s) of Insurance to the BDA. The original certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The BDA will not accept a Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the BDA at the address listed in paragraph five (5).

2. The BDA shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the BDA. No officer or employee, other than the BDA's Accounting, Procurement & Contracts Coordinator, shall have authority to waive this requirement.

3. The BDA reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by the BDA's Contracts Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will the BDA allow modification whereupon the BDA may incur increased risk.

4. Contractor's financial integrity is of interest to the BDA, therefore, subject to Contractor's right to maintain reasonable deductibles in such amounts as are approved by the Contractor or Contractor's Subcontractors, shall obtain and maintain in full force and effect during the construction of all Public Improvements required by the Final Project Plan and Final Financing Plan, and any extension hereof, at Contractor's or Contractor's Subcontractor's sole expense, insurance coverage written on an occurrence basis, **by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed:**

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$500,000/\$500,000/\$500,000
3. Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors* c. Products/completed operations d. Personal Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence;  \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

e. Contractual Liability	
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Contract's Pollution Liability*	\$1,000,000 per occurrence
6. Builders Risk* *if applicable	100% value of each phase of project

**To ensure that contractors insurance meets the AM Best rating of no less than A- please go to the AM Best website (www.ambest.com) or contact them at 908-439-2200. For Workers' Compensation only, Brooks City Base will accept insurance written through a State Fund (documentation must be provided).**

5. The BDA shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the BDA and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties thereto or the underwriter of any such policies). Contractor and/or Contractor's Subcontractor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to the BDA at the addresses provided below within 10 days of the requested change. Contractor and/or Contractor's Subcontractor shall pay any costs incurred resulting from said changes.

Brooks Development Authority  
Attn: Procurement Manager  
3201 Sidney Brooks  
San Antonio, Texas 78235

6. Contractor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- a. Name the BDA and their respective officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under this Agreement, with the exception of the workers' compensation and professional liability policies;
- b. Provide for an endorsement that the "other insurance" clause shall not apply to the Brooks Development Authority where the BDA is an additional insured shown on the policy;
- c. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the BDA; and
- d. Provide thirty (30) calendar days advance written notice directly to the BDA at the same address listed in paragraph 5 of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

7. Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor and/or Contractor's Subcontractor shall provide a replacement Certificate of Insurance and applicable endorsements to the BDA at the address listed in paragraph 5. BDA shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

8. In addition to any other remedies the BDA may have upon Contractor's and/or Contractor's Subcontractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the BDA shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor and/or Contractor's Subcontractor demonstrates compliance with the requirements hereof.

8. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its Subcontractors' performance of the work covered under this Agreement.

9. It is agreed that Contractor's and/or Contractor's Subcontractor's insurance shall be deemed primary with respect to any insurance or self insurance carried by the Brooks Development Authority for liability arising out of operations under this Agreement.

10. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

11. Contractor agrees to obtain all insurance coverages with minimum limits of not less than those limits delineated in paragraph 4 from each subcontractor to Contractor and provide a Certificate of Insurance and Endorsement that names BDA as an additional insured.

## **WORKERS COMPENSATION INSURANCE COVERAGE**

1. Definitions:

- a. Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project for the duration of the project.
- b. Duration of the project - includes the time from the beginning of the work on the Phase of the Project until the contractor's/person's work on the project has been completed and accepted by the BDA.
- c. Persons providing services on the Project ("subcontractor" in §406.096 of the Texas Labor Code) - includes all persons or entities performing all or part of

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

2. Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the Project, for the duration of the project.
3. Contractor must provide a certificate of coverage to the BDA prior to being beginning construction under this Agreement and prior to awarding any contract for construction of Public Improvements.
4. If the coverage period shown on Contractor's current certificate of coverage ends during the duration of the project, Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the BDA showing that coverage has been extended.
5. Contractor shall obtain from each person providing services on the Project, and shall provide to the BDA:
  - a. a certificate of coverage, prior to that person beginning work on the Project, so the BDA will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
  - b. no later than seven days after receipt by Contractor or Contractor's Subcontractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of project.
6. Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. Contractor shall notify the BDA in writing by certified mail or personal delivery, within 10 days after Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. Contractor shall post on the Zone Property a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons

providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. Contractor shall contractually require each person with whom it contracts to provide services on the Project, to:

- a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the project;
- b. provide to Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the project;
- c. provide Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- d. obtain from each other person with whom it contracts, and provide to Contractor:
  - (1) a certificate of coverage, prior to the other person beginning work on the Project; and
  - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- e. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- f. notify the BDA in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and
- g. contractually require each person with whom it contracts with, to perform as required by subparagraphs a-g, the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing this Agreement or providing or causing to be provided a certificate of coverage, Contractor is representing to the BDA that all employees of Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. Contractor's failure to comply with any of these provisions is a breach of contract by Contractor which entitles the BDA to declare the Agreement void if Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the BDA without necessity of the ninety (90) day cure period as set forth in Article X.

## **BONDS**

CONTRACTOR shall furnish, in a form acceptable to the BDA, a Performance and Payment Bond for the Project. Specifically, CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price excluding any amounts associated with any contractor-provided Design Professional Services, as security for the faithful performance and payment of all CONTRACTOR'S obligations to furnish, provide and pay for Construction and related materials under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in U.S. Treasury Circular 570 (as periodically amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

### **PAYMENT BOND (IF BID IS OVER \$25,000):**

The contractor will provide a payment bond within 5 days of BDA contract award. The payment bond will be equivalent to 100% of the contract price. A payment bond is executed in connection with the contract to assure payment by contractor as required by statute of all persons supplying labor, equipment and material in the execution of the work provided for in the contract. Pursuant to state law, no payment bond will be required if the contract value is less than \$25,000.

### **PERFORMANCE BOND (IF BID IS OVER \$99,999):**

The contractor will provide a performance bond within 5 days of BDA contract award. The performance bond will be equivalent to 100% of the contract price. A performance bond is executed in connection with the contract to ensure fulfillment of all the contractor's obligations under such contract. Pursuant to state law, no performance bond will be required if the contract value is less than \$100,000. Alternative BDA performance security for contracts valued at less than \$100,000 includes retainage and partial payment upon phased completion formats.

### **CERTIFIED SURETIES (IF BID IS OVER \$99,999):**

If federal funding is involved, all bonds will be obtained from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR part 223, Surety Companies Doing Business with the United States.: If only local or state funding is involved, the sureties must be authorized and admitted to write surety bonds in Texas. If the amount of the bond on a state or locally funded project exceeds \$100,000,

pursuant to the Texas Insurance Code Article 7.19-1©, the surety must also: (1) hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or (2) have obtained reinsurance for any liability in excess of \$100,000 from a reinsurer that is authorized and admitted as a reinsurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of this section, CONTRACTOR shall within thirty days thereafter substitute another Bond and surety meeting the requirements set forth in this Article.

All Bonds and insurance required by the Contract Documents to be purchased and maintained by CONTRACTOR shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Texas to issue Bonds or insurance policies for the limits and coverages so required. All surety and insurance companies shall carry a minimum A.M. Best's rating of A VII.

CONTRACTOR shall deliver to BDA, with copies to each named additional insured indicated, certificates of insurance (and other evidence of insurance requested by BDA or any other named additional insured) which CONTRACTOR is required to purchase and maintain in accordance with this Article.

***Contractor acknowledges receipt of the insurance and bonds requirements, and understands it will be incorporated into any contract awarded.***

***Can the Contractor meet the Insurance requirements as written; with no modification or exceptions? YES \_\_\_ NO \_\_\_***

\_\_\_\_\_  
**Contractor Signature & Title**

\_\_\_\_\_  
**Date**

**APPENDIX D  
INDEMNIFICATION**

BDA acknowledges that it is a political subdivision of the State of Texas and is subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, § 101.001 et seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

No Joint Enterprise. There is no intention on the part of BDA or the Contractor to create or otherwise form a joint enterprise under or pursuant to this Agreement. BDA is engaging in economic development of base property and areas around the base property pursuant to Local Government Code Chapter 379B.

Contractor covenants and agrees to have each of its subcontractors FULLY INDEMNIFY and HOLD HARMLESS, the BDA (and the elected officials, employees, officers, directors, volunteers and representatives of the BDA) and the BDA BOARD (and the officials, employees, officers, directors, volunteers and representatives of the BDA BOARD), individually or collectively, from and against any and all defense costs, claims, liens, damages, judgments, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind in law or in equity and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the BDA and/or BDA BOARD directly or indirectly arising out of, resulting from or related to Contractor's Subcontractor's activities under this Agreement, including any acts or omissions of any agent, officer, director, representative, employee, consultant or subcontractor of Contractor's Subcontractor and their respective officers, agents, employees, directors, and representatives while in the exercise or performance of the rights or duties under this Agreement.

The indemnity provided in the forgoing paragraph shall not apply to any liability resulting from the sole negligence of the BDA (and the elected officials, employees, officers, directors, volunteers and representatives of the BDA) or the BDA BOARD (and the officials, employees, officers, directors, volunteers and representatives of the BDA BOARD), in instances where such negligence causes personal injury, death, or property damage, except to the extent provided below.

**IN THE EVENT CONTRACTOR'S SUBCONTRACTOR AND BDA AND/OR THE BDA BOARD ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY WILL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE BDA AND/OR THE BDA BOARD UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS, FEDERAL, OR INTERNATIONAL LAW.**

Contractor shall advise the BDA and the BDA BOARD in writing within 24 hours of any claim or demand against the BDA, the BDA BOARD, or Contractor known to Contractor related to or arising out of Contractor's Subcontractor's activities under this Agreement. Contractor's Subcontractor shall see to the investigation and defense of any such claim or demand against Contractor's Subcontractor, the BDA or the BDA BOARD at



Contractor's Subcontractor's sole cost until the BDA or the BDA BOARD is found to be negligent by a court of competent jurisdiction. The BDA and the BDA BOARD shall have the right, at their option and at their own expense, to participate in such defense without relieving Contractor's Subcontractor of any of its obligations under this paragraph.

The provisions of this INDEMNIFICATION are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

***Contractor acknowledges receipt of the indemnification document, and understands it will be incorporated into any contract awarded.***

***Can the Contractor meet the Indemnification requirements as written; with no modification or exceptions? YES \_\_\_ NO \_\_\_***

\_\_\_\_\_  
Contractor Signature & Title

\_\_\_\_\_  
Date