



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/22/2010		
Department:		Purchasing		
Department Head		Mike Ryan		
Agenda Coordinator (include phone #): Dianna Wike x5512				
CAPTION				
Approval of the purchase of Site and Building Improvements to the Day Labor Center in the amount of \$299,884.00 from Kellogg Brown and Root Services, Inc. through an existing contract/agreement with The Cooperative Purchasing Network (TCPN), and authorizing the City Manager or his designee to execute all necessary documents. (TCPN contract number R4895) <input type="checkbox"/>				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	332,930	0	332,930
Encumbered/Expended Amount	0	0	0	0
This Item	0	-299,884	0	-299,884
BALANCE	0	33,046	0	33,046
FUND(S): GRANT FUND (024)				
COMMENTS: The item, in the amount of \$299,884, is funded by a Federal Grant through the CDBG Recovery Act Fund for the improvement to the Day Labor Center. STRATEGIC PLAN GOAL: The adoption of the Consolidated Plan Objectives relates to the City's goal of Safe Large City.				
SUMMARY OF ITEM				
Staff recommends purchase of Site and Building Improvements to the Day Labor Center from Kellogg Brown and Root Services, Inc., in the amount of \$299,884.00 conditioned upon timely execution of any necessary contract documents. The City is authorized to purchase from the State Contract list pursuant to Section 271 Subchapter D of the Local Government Code and by doing so satisfies any State Law requiring local governments to seek competitive bids for items. (TCPN Contract Number R4895)				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Memorandum				
Contract				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

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Memorandum

To: Tom Muehlenbeck, City Manager
Frank F. Turner, Deputy City Manager

From: Jim Razinha, Facilities Manager *JR*
Christina Day, Community Services Manager *CD*

Date: February 10, 2010

Subject: Day Labor Center Improvement Contract

On July 27, 2009, City Council approved a resolution amending the 2008-09 Action Plan authorizing the use of \$332,930 of Community Development Block Grant - American Recovery and Reinvestment Act funds on improvements to the Day Labor Center.

The City received a release to use funds on September 24, 2009, then completed a scope of work, and bid out the project in December 2009. The City received only one bid, which was from Kellogg Brown and Root Services, Inc. (KBR), and it was 40% over the project budget.

Due to the Federal requirement to utilize the ARRA funds expediently, the staff utilized the Texas Cooperative Purchasing Network contract with KBR to negotiate a scope of work that would both accomplish the City's goals and meet the project budget. The fixed price proposal from KBR received February 5, 2010 meets both those requirements. For those reasons, and to ensure the prompt expenditure of ARRA funds, we recommend approval of the associated contract with KBR for \$299,884.

CC: Alan Upchurch, Director of Public Works and Engineering
Phyllis M. Jarrell, Director of Planning

CONSTRUCTION AGREEMENT/JOB ORDER
BY AND BETWEEN CITY OF PLANO AND
KELLOGG BROWN AND ROOT SERVICES, INC.
FOR DAY LABOR CENTER

Funded by the U.S. Department of Housing & Urban Development (HUD)
Community Development Block Grant – American Reinvestment and Recovery
Act (CDBG-R), CFDA Title 14-253, B-09-MY-48-0035

THIS CONSTRUCTION AGREEMENT/JOB ORDER is made and entered into by and between **KELLOGG BROWN AND ROOT SERVICES, INC.**, a Texas Corporation (hereinafter referred to as "Contractor"), and the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation (hereinafter referred to as "City"), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. CONTRACT DOCUMENTS

The parties agree that the Contract Documents shall consist of the following:

1. This written Construction Agreement/Job Order;
2. Vendor Contract Between Kellogg Brown and Root Services, Inc. and The Cooperative Purchasing Network Job Order Contract 4895, a copy of which is on file with the City of Plano Purchasing Department;
3. The Contractor's Delivery Order, Proposal and Work Plan attached as Exhibit "A";
4. The City of Plano's Standard Construction Details (which is on file in the City of Plano's Engineering Department);
5. The Standard Specifications for Public Works Construction (North Central Texas Third Edition 1998) as amended and supplemented by the 1997 Edition of the City of Plano Special Provisions to said Standard Specifications, as amended (hereinafter referred to as "Plano Standard Specifications") (which is on file in the City of Plano's Engineering Department);
6. The Notice to Contractor;
7. A Performance Bond in the sum of ONE HUNDRED FIFTEEN PERCENT (115%) of the total contract price, which Bond shall be in a form acceptable to the City,

shall guarantee the work in accordance with the plans and specifications for a period of one (1) year after acceptance by the City, and shall provide for repair or replacement of all defects due to faulty material and/or workmanship that appear within a period of one (1) year from the date of acceptance by the City attached as Exhibit "B"; and

8. A Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total contract price attached as Exhibit "B"; and

9. The Affidavit of No Prohibited Interest attached as Exhibit "C."

These Contract Documents form the Construction Agreement/Job Order and are a part of this Construction Agreement/Job Order as if fully set forth herein. The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

II. THE WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents in connection with the Day Labor Center.

All materials and equipment necessary to perform all work required by the Contract Documents will be in compliance with Buy American requirement imposed by section 1605 of Title XVI of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (the Recovery Act). The contractor will provide all necessary documentation to the City to prove compliance with this Act on or before the final completion of the contract.

III. TIME OF COMMENCEMENT; TIME OF COMPLETION

Contractor agrees and covenants that all work hereunder shall be complete within one hundred fifty (150) calendar days following notice to proceed.

IV. INDEMNITY

THE CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS

CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

V. CONTRACT SUM

The City shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Orders as provided in the Contract Documents. The contract sum shall be an amount not to exceed **TWO HUNDRED NINETY NINE THOUSAND EIGHT HUNDRED EIGHTY FOUR AND NO/100 DOLLARS (\$299,884.00)**.

VI. PROGRESS AND FINAL PAYMENTS

Progress and final payments shall be paid to the Contractor in accordance with the Plano Standard Specifications. Work will not be considered complete, nor final payment secured, until such time as adequate compliance with HUD and ARRA provisions are documented and acceptable to the City. Due to ARRA timeliness

requirements, requests for payment should be made at least monthly and expedited to demonstrate project progress to HUD.

VII. MAILING OF NOTICES

Unless instructed otherwise in writing, Contractor agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
P.O. Box 860358
Plano, TX 75086-0358

Construction management communications will be addressed to:

Facilities Maintenance ATTN: Richard Medlen

HUD, CDBG-R, and ARRA compliance communications will be addressed to:

Community Services ATTN: Christina Day

City agrees that all notices or communications to Contractor permitted or required under this Agreement shall be addressed to Contractor at the following address:

Kellogg Brown and Root Services, Inc.
1854 E. Beltway 8 South
Pasadena, Texas 77503
Attn: Patrick D. Eno, Operations Manager

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

VIII. CHOICE OF LAW; VENUE; CONTRACT INTERPRETATION

The parties agree that the law of the State of Texas shall apply to this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas. Although this Agreement is drafted by the City, should any part be in dispute, the parties agree the Agreement shall not be construed more favorably for either Party.

**IX. ENTIRE AGREEMENT; AMENDMENTS;
SUCCESSORS AND ASSIGNS**

This Construction Agreement/Job Order, including the Contract Documents listed in Paragraph I above, represents the entire and integrated agreement between City and the Contractor, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement/Job Order may be amended only by written instrument signed by both City and Contractor. This Construction Agreement/Job Order is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

X. INSURANCE AND CERTIFICATES OF INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance coverage as set forth in Article 33 of the Contract between The Cooperative Purchasing Network and Kellogg Brown and Root Services. Contractor shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage prior to the effective date of this Contract and naming the City of Plano as additional insured.

XI. PAYMENT AND PERFORMANCE BOND

A Payment bond in the amount of not less than one hundred percent (100%) of the Contract amount, conditioned upon the payment of all persons supplying labor or furnishing materials pursuant to the contract is required upon a form provided by the City. A Performance Bond in the amount of not less than one hundred fifteen percent (115%) of the Contract amount, conditioned upon the faithful performance of the Contract, is required upon a form provided by City. The bonds are attached hereto and incorporated herein as Exhibit "B"

XII. AFFIDAVIT OF NO PROHIBITED INTEREST

Contractor acknowledges and represents it is aware of all applicable laws, City Charter, and City Code of Conduct regarding prohibited interests and that the existence of a prohibited interest at any time will render the Contract voidable. Contractor has executed the Affidavit of No Prohibited Interest, attached and incorporated herein as Exhibit "C."

XIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Contractor agrees to comply with all applicable provisions of Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as

amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086, and with fair housing and nondiscrimination provisions set forth in 24 CFR 570.601 and 24 CFR 570.602.

2. Nondiscrimination

The Contractor will not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting Contractor setting forth the provisions of this nondiscrimination clause.

3. Access to Records

The Contractor shall furnish and cause each of its own Contractors or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts with respect to any matters covered by this agreement by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein related to this contract.

4. EEO/AA Statement

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Contractor will include the provisions of this Civil Rights section in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Contractors or subcontractors.

B. Employment Restrictions

1. Prohibited Activity

The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying political patronage, and nepotism activities.

2. Labor Standards

The Contractor agrees to comply with the labor standards as set forth in 24 CFR 570.603, Davis Bacon Act of 1931 and related Federal Labor Acts.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Contractor and any subcontractors.

The Contractor further agrees to ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this project be given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

b. Subcontracts

The Contractor will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency.

C. Conduct

1. Hatch Act

The Contractor agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Lobbying

The Contractor hereby certifies that none of the funds provided under this Agreement shall be used for publicity or propaganda designed to support or defeat legislation pending before the U.S. Congress, a State Legislature, County Commissioners Court, or City Council.

3. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor Contractor reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

4. Religious Organization

The Contractor agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XIV. EFFECTIVE DATE

The effective date of this Construction Agreement/Job Order will be the date of approval by the City Council of the City of Plano, Texas.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement/Job Order upon the year and date indicated beside their signatures hereto.

**KELLOGG BROWN AND ROOT
SERVICES, INC.**
a Texas Corporation

DATE: _____

BY: _____
Name: _____
Title: _____

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 20____, by _____, _____ of **KELLOGG BROWN AND ROOT SERVICES, INC.**, a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20____, by **THOMAS H. MUEHLENBECK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

KBR

1444 Oak Lawn Ave. Suite 100 • Dallas, TX 75207
Phone 214.659.8410 • Fax 214.752.8366

5 February, 2010
Letter No.: 09-D-1111-PE

Richard Medlen
City of Plano
4850 14th Street
Plano, TX 75074

Subject: Job Order Proposal for RFP# TCPN-SW-10-0032-5053 – **Final Version**
Location: City of Plano, Day Labor Center, 805 Ozark Dr., Plano, TX, 75074
Project Title: CDBG Funds

Mr. Medlen,

Enclosed is our firm fixed price proposal for the above subject RFP. The proposal was prepared using the following data:

Work to be performed under the terms and conditions of the TCPN AJOC Contract.
Pricing is per attached scope and RS Means **2009** Facilities Construction Cost Data

The total proposed price for the attached Scope of Work: **\$ 299,884.00**

The proposed project duration is **150** days after notice to proceed.
The proposal is valid for **30** days.

Please direct any questions to Paul Kunze at (214) 659-8410 or Patrick Eno at (713) 980-3250.

Sincerely,



Patrick D Eno
Operations Manager

Attachments: scope, estimate

Funding Approval _____ Date: _____
Customer PO# _____
Price is accepted as a lump sum fixed firm price and the incorporated scope of work becomes the controlling document taking precedence over line item estimate detail.

This proposal includes data that shall not be disclosed outside of addressee and shall not be duplicated, used, or disclosed – in whole or part – for any purpose other than to evaluate this proposal.

EXHIBIT A
PAGE 1 OF 18

KBR - TCPN STATEWIDE
Contract No. R4895
RFP No. TCPN-SW-10-0032-5053 – **Final Version**
City of Plano
Day Labor Center
CDBG Recovery Funds

Outline

The intent of this proposal is to provide renovation services as detailed below. All work shall be in accordance with all OSHA standards, applicable federal, state and local codes and regulation and good construction practices.

KBR Scope of Work

Professional Stamped Design Work

- Provide Photometric site plan
- Provide site grading/survey plan
- Provide site paving plan
- Provide structural engineering plan on roof structure and foundation
- Provide soils testing report
- Provide building plans and details as required for interior and exterior renovations
- Provide landscape plan – Irrigation to be submitted by irrigation subcontractor for permit and review (may not be stamped).

General Conditions

- Provide 8' x 20' temporary office including connections to existing electrical, phone and data. 3 months rental is included. Connections to pre-finished office only data, phone, and electrical outlets shall be as provided by pre-finished office manufacturer. Office to have climate control. CoP to provide furniture. Office has no plumbing facilities. CoP to provide temporary sanitary facilities. CoP to provide drinking water for its own employees and use.
- Move port-a-potties, their current location is needed for truss staging – move back after construction
- All work shall be phased as to disrupt facility use for as little time as possible.
- Comply with City of Plano Community Services Section 3 Policy.
- Comply with reporting requirements for ARRA projects

Parking area

- Remove existing asphalt parking area (handicapped signage to be reused for new lot)
- Re-grade to provide drainage towards eastern property line (towards drainage structure in grassy area along Archerwood) – All Grading consists of: layout crew, 2 days of Bull Dozer Work to Cut Grade and 2 days of Skid Steer Work to Final Grade
- Provide compaction of existing subgrade as needed
- Provide compaction testing (2 for entire lot)
- Provide concrete testing 3 cylinders per pour
- Provide concrete paving for new lot - 6" - 3,000 psi concrete parking lot to provide 8 total spots 1 handicapped (counts as two) and 6 regular, no curbs are included
- Provide concrete or plastic parking bumpers for all spaces - 7 each
- Provide striping for entire lot
- Dowel connections to existing drive include joint sealant after concrete curing (other control/expansion joints to remain unsealed)
- Provide concrete curing compound (sprayed type)

KBR

**Government
and Infrastructure**

Eastern most driveway approach on Ozark Dr.

- Provide traffic control plan for permit
- Provide traffic control devices and flagmen as needed per permit/plan
- Remove existing asphalt
- Provide compaction testing (1 for each approach)
- Provide concrete testing 3 cylinders (poured with Western approach)
- Remove/saw cut existing curb and sidewalk
- Provide new curb/approach to align with Phase 1 concrete driveway – shall be 4,200 PSI concrete, doweling and joint sealant per CoP standards
- Provide new side walk extension to include sloped area to paving, sloped area (ramp) to be ADA/TAS compliant including CoP standard truncated dome brick pavers set in concrete block out in sand bed.
- Re-work section of pipe and cable fence to terminate at post that forms the 'T' junction with the northern running section towards the existing porch.
- Back fill areas affected by this change
- Haul off debris

Western most driveway approach on Ozark Dr.

- Provide traffic control plan for permit
- Provide traffic control devices and flagmen as needed per permit/plan
- Remove existing asphalt
- Remove/saw cut existing curbs and sidewalks
- Remove saw cut existing approach paving in line with existing 'dumpster driveway'. Middle section of approach paving to remain.
- Provide new curbs/approaches to align with 'dumpster driveway' – shall be 4,200 PSI concrete, doweling and joint sealant per CoP standards
- Provide new side walk extensions to include sloped area to paving, sloped area (ramp) to be ADA/TAS compliant including CoP standard truncated dome brick pavers set in concrete block out in sand bed.
- Back fill area affected by this change
- Haul off debris

Front Porch area (make ready and concrete)

- Remove existing asphalt driveway
- Remove/saw cut existing curbs and sidewalks
- Haul off all debris
- 'Cut Down' northern running section of pipe and cable fence that runs from the sidewalk area to the existing porch. Cut shall be made to accommodate the layout of the new porch slab. Re-paint any cutting, grinding, and welding that is necessary painting is to best match existing.
- Strip and stock pile top soil as needed
- Demo/Saw cut existing front porch slab from "hump" to the west corner of the building. Western Portion of porch slab by drinking fountain to remain. Replace within scope of new front porch slab. Approx. 10' x 34' section.
- Form, reinforce, dowel to existing, a new porch slab: from the corner of the building on the west to the existing porch line on the east, the front boundary shall be 15' from the existing southern porch line (approximately 35' from property line along Ozark Dr.)
- Porch shall comply with all ADA/TAS guidelines
- Provide compaction testing
- Provide concrete testing 3 cylinders per pour
- If needed, any grade changes that can not be 'floated out' between old and new shall be stepped and have permanently mounted CoP benches (left from Phase 1) used to prevent any tripping hazards.
- Concrete shall be 3,000 PSI with light broom finish
- Porch shall slope up to 2% away from the existing structure

KBR

Government
and Infrastructure

Page 2 of 3
EXHIBIT A
PAGE 3 OF 18

- Concrete shall contain all footings needed for support of new roof trusses and transitions needed from the existing structure
- Back fill around slab. Grade shall comply with all applicable codes including ADA/TAS.

Asbestos Abatement

- Provide third party TDSHS licensed air monitoring and testing technician for abatement activities
- Testing by Phased Contrast Microscopy
- Provide copy of air monitoring reports
- Provide permitting necessary for abate Asbestos containing Material (ACM)
- Provide abatement of 10 square feet as detailed in the information posted by the CoP.
- Disposal of ACM as required by law in registered/certified landfill.

New Roof Structure

- Remove all Roofing to deck
- Haul off all debris
- Remove trusses/roof framing on front portion of building, rear portion to remain including decking. Contractor's discretion on if/which exiting roof trusses are to remain to simplify demo/sister-up process. The new trusses are to carry roof load existing trusses may be left in place if feasible.
- Provide miscellaneous blocking and framing to prepare for new truss layout including 'pony wall' in front area to close front wall for higher trusses in porch area.
- East porch soffit area to remain at approximately 8' high, existing framing and soffit materials to be left in place where practicable – paint all remaining items to match new.
- Provide new truss over front portion of building, roof slope 4/12 to match existing rear area that is to remain.
- New Truss/roof line layout shall keep same Eastern facia line, have a Western facia line 1' away from the building's wall and have a southern boundary line 15' away from current porch's southern line location.
- Provide new roof truss over new porch area, roof slope 4/12. In middle area bottom cord to be at approximately 10' above porch floor, this establishes a 32' (e-w) X 25' (n-s) area of a 10' tall flat ceiling. Eastern and western areas to be either flat 8' ceiling or sloped but must ensure constant gutter/facia line.
- New porch area to have exposed wood beams and posts as needed to support roof structure.
- Underside of soffit to have Masonite panels and battens painted to match existing soffits.
- Install soffit and gutters (on all down slope sides) to match existing (white pre-finished). Splash blocks to be provided where downspouts do not 'spill' onto the concrete pavements.
- On gables (one large on the front, one partial large in rear and one small in rear) install board and batten siding to match exiting carport (use Hardie Plank products). Paint color to be selected by CoP.
- Provide new drip edge in entire roof edge, provide gable vents, provide roof vents as necessary, provide plumbing vent flashings as necessary, provide new 30# felt, provide 30 year GAF shingle with manufacturer's 20 NDL warranty (Golden Pledge).
- Provide blown-in fiberglass insulation over conditioned portion of attic area to a level equivalent of R-38.

Exterior Building Improvements

- Remove all steel siding
- Haul off all debris
- Remove all existing doors and windows.
- 'Block up' existing western most door by restrooms.
- Provide 2 new steel doors and frames with half lites. Provide new hardware consisting of new threshold, weather stripping, closer, and CoP standard lockset (all ADA/TAS compliant)

KBR

Government
and Infrastructure

EXHIBIT
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- Remove existing windows (6 each) and replace with like sizes on north and south walls. Replace single units on east wall with double units. Add single unit on west wall as shown in CoP sketches. Windows shall be of white vinyl construction, single hung with insect screen and have energy efficient insulating glass.
- Adjust window opening framing as necessary and patch repair affected drywall
- Wrap all exposed sheathing with Tyvek or equivalent moisture and vapor barrier. Tape all seams, edges, window openings and penetrations.
- Provide Hardie Plank lap siding
- Provide Hardie Plank trim
- Paint all new trim, exposed framing and siding elements of the exterior improvements

Exterior MEP Improvements

- Provide new natural gas service with tap from Archerwood side along adjacent property line.
- Provide all gas tap fees and meter fees.
- Gas account to be set up in the 'City of Plano's' name
- Provide gas piping from meter in rear to front porch area.
- Provide infrared gas heaters along front porch (flat area of roof) 20' long infrared heaters – Sizing subject to change based on new layout, maximum number closest to this to be installed
- Provide 6 new ceiling fans controlled by switch inside the building – Quantities subject to change based on new layout, maximum number closest to this to be installed
- Provide exterior type fluorescent lighting on the front porch area controlled by switch inside the building – 10 each 2' x 8' exterior type – Quantities subject to change based on new layout, maximum number closest to this to be installed
- Remove existing wall light fixtures and ceiling light fixtures in porch area.
- Provide 2 emergency lights

Interior Improvements

- Remove existing carpet and scrape floor
- Remove existing ceramic tile entry area at south door
- Remove vinyl base through office area
- Provide matching to restroom area 4" vinyl base through out office area
- Provide matching ceramic tile on 'customer' side of service counter
- Provide carpet tile on employee side of service counter (Interface Carpet Tile; Style – Cubic; Color – TBD)
- Provide full height walls at closet (northwest) and Work Area
- Provide new service counter to consist of 42" high wall with plywood front covered in plastic laminate (integral toe kick), 12" deep solid surface (Corian) transaction counter, 36" high employee side plastic laminate counter on plastic laminate knee brackets or legs. Back side shall have removable (for rough in purposes) plastic laminate covered plywood panels, upper portion of wall shall have matching fixed panels. Provide six grommets.
- Service counter shall have half door to with paint finish with self closing hinges and city standard lock set.
- Provide electrical, phone and data outlets for three work stations.
- Work area to consist of full wall, three electrical outlets, 36" tall cabinets, plastic laminate counter top, and uppers. Cabinets shall be white melamine interiors, lowers shall be drawer over door configuration with one adjustable shelf. Uppers shall be 30" tall, 14" deep and have two adjustable shelves. Doors shall be white melamine inside and plastic laminate inside with matching edge banding. Hinges shall be 120 degree European self closing type. Drawers shall be full extension ball bearing type glides. Pulls shall be 4" brushed aluminum wire pulls.
- At closet provide pair of 2'-0" x 6'-8" solid core paint grade doors to match existing at electrical closet including trim and lockset.

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EXHIBIT
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- Paint (low VOC) all walls and ceilings of office area
- Paint (low VOC) southern wall of area outside of restroom
- Paint (low VOC) all new doors
- Provide insulation on all in-filled doors and reframed windows.
- Texture all patch work and new walls to best match existing
- Lighting to remain
- New data, phone and electrical outlets as detailed above
- Review existing fire alarm system and renovate as necessary to meet current codes being enforced in the City of Plano
- Provide drive loop/enunciator as detailed on site plan – enunciator to be mounted inside office area.
- Renovate security system for new door layout provide motion detectors and break glass sensors as necessary.
- Remove unnecessary surface mounted phone and data lines as determined by CoP.
- Provide 4 emergency lights

Landscape Improvements

- An allowance of \$20,000 shall be included to install all trees, bed prep, soil amendment, edging, Texas Pure mulch, plant materials and irrigation as determined by future meetings and design work.
- All work shall be in compliance with Cop Parks Department standards as established in future meetings.
- Irrigation design by irrigation subcontractor based on CoP standards.

General Notes

- All work shall be in accordance with OSHA Standards, applicable federal, state, and local codes, regulations and good construction practices.
- Include all materials, equipment, and labor in its bid to complete the scope of work.
- Daily and final clean-up as well as protection of adjacent surfaces.
- Data and phone pricing only includes raceway and pull strings. All wires, devices and terminations to be by CoP (other than temporary trailer connection)
- Bonding is included in this proposal
- All reporting as required for ARRA funded projects
- Approval of this proposal designates acceptance of the scope of work statement and line item estimate which has been used only to develop a mutually agreed price. The price is accepted as a lump sum fixed firm price and the incorporated scope of work becomes the controlling document taking precedence over line item estimate detail.

Exclusions

- Handling or removal of any hazardous material.
- Hidden or unforeseen conditions.
- Any permits required by the City shall be at 'No Cost'.
- TDHS permit for demo, assumed as a remodel
- No requirement was made for recycling demolition and construction refuse, therefore all site refuse separation, recycling, and record keeping of recycling is excluded.
- Any work not specifically mentioned in this scope of work.

End of Scope

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Project RFP 5053 - Co Plano - Day Labor Center - CDBG Funds - Final

Labor Rate Table 2009 RS Means Facilities with O&P

Equipment Rate Table 2009 RS Means Equipment with O&P

Master Format Level 4	Item Code	Item Description	Quantity	Unit	Labor Gross Total	Mat Gross Total	Equip Gross Total	Gross Costs Total
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Professional Design Services								
01113130	4010	Consultant, small building, using DOE software energy analysis, maximum	35,750.0	SF				10,166.66
								10,166.66
Professional Design Services Total								

Office Trailer								
01521320	0020	Office Trailer, furnished, buy, 20' x 8', excl. hookups	0.3	EA	180.03	1,511.41		1,691.44
								1,691.44
Rent Unfurnished 20 x 8 office trailer for three months								
					180.03	1,511.41		
Office Trailer Total								

Abatement Monitoring								
02821345	0110	OSHA Testing, certified technician, max	2.0	days				444.90
02821345	0210	OSHA Testing, personal sampling, PCM analysis, NIOSH 7400, maximum	2.0	EA	180.36	4.17		184.53
02821345	1200	OSHA Testing, cleaned area samples, TEM air sample analysis, NIOSH 7402, minimum	3.0	EA				236.99
								866.42
Abatement Monitoring Total								

Abatement Work								
02821343	8250	Bulk Asbestos Removal, shingle roofing, built-up, no gravel, non-friable, incl. disp. tools & 4 suits & resp./day/worker	2,700.0	SF	2,576.50	153.57		2,730.07
								2,730.07
Asbestos removal - OSHA/company standard for roof work 3 man crew needed - 1 day minimum								
					2,576.50	153.57		
Abatement Work Total								

Landscape Allowance								
32911316	0100	Soil preparation, mulching, aged barks, 3" deep, hand spread	4,305.8	SY	11,374.15	8,625.85		20,000.00
								20,000.00
Landscape Allowance Total								
					11,374.15	8,625.85		

Phase 1 - Trailer Make ready								
32141316	0715	Precast concrete unit paving slabs, patio block, colors, 12" x 12", 2-3/8" thick	24.0	SF	47.78	32.61		80.39
26051920	9110	Metal clad cable, copper, steel clad, stranded, 600 volt, 3 conductor, #8	0.8	Clf	210.92	236.99		447.90
26051925	0200	Cable connectors, nonmetallic, 600 volt, #14-3 wire to #12-2 wire	2.0	EA	5.50	1.92		7.01
26051935	0040	Wire connector, screw type, insulated, #14 to #8	16.0	EA	27.81	3.34		31.14
26051990	1300	Wire, copper, stranded, 600 volt, #8, type THWN-THHN, in raceway	2.0	Clf	92.27	60.67		152.93
26053305	9120	PVC conduit, schedule 40, 1" diameter, to 15' H, incl terminations, fittings, & support	50.0	LF	146.61	84.05		230.67
								230.67
26053305	9120	PVC conduit, schedule 40, 1" diameter, to 15' H, incl terminations, fittings, & support	50.0	LF	146.61	84.05		230.67
								230.67
elec - TYP all below duplicates for trailer make ready								
comm and data - TYP all below duplicates for trailer make ready								
26053305	9240	PVC conduit elbows, 1" diameter, to 15' H	2.0	EA	20.91	3.74		24.65
26053305	9240	PVC conduit elbows, 1" diameter, to 15' H	2.0	EA	20.91	3.74		24.65
26053305	9480	PVC adapters, 1" diameter, to 15' H	2.0	EA	19.20	1.66		20.85
26053305	9480	PVC adapters, 1" diameter, to 15' H	2.0	EA	19.20	1.66		20.85

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Master Format Level 4	Item Code	Item Description	Quantity	Unit	Labor Gross Total	Mat Gross Total	Equip Gross Total	Gross Costs Total
26053305	9610	PVC-LB, LR or LL fittings & covers, 1" diameter, to 15' H	1.0	EA	30.30		6.98	37.29
26053305	9610	PVC-LB, LR or LL fittings & covers, 1" diameter, to 15' H	1.0	EA	30.30		6.98	37.29
26053305	9990	Conduit, to 15' high, minimum labor/equipment charge	1.0	Job	91.63			91.63
26053305	9990	Conduit, to 15' high, minimum labor/equipment charge	1.0	Job	91.63			91.63
26053395	0130	Hole drilling, concrete wall, 8" thick, 1" pipe size, to 10' high	1.0	EA	38.51		6.60	48.98
26281620	4900	Safety switches, heavy duty 3 pole, fusible, 240 volt, 100 amp, NEMA 3R	1.0	EA	195.91		515.05	710.96
26241620	0600	Circuit breakers, bolt-on, 10 k A.I.C., 2 pole, 240 volt, 80 to 100 amp	1.0	EA	72.99		62.25	135.24
26241630	9000	Panelboards, minimum labor/equipment charge	1.0	Job	366.54			366.54
27151313	7100	Unshielded twisted pair (UTP) cable, solid, plenum, #24, 4 pair, category 5	3.0	CJF	157.36		92.90	250.26
27151313	7312	Unshielded twisted pair (UTP) jack, RJ-45, category 5	10.0	EA	56.31		31.53	87.84
27511610	9000	Public address system, minimum labor/equipment charge	4.0	Job	417.09			417.09
work to tie in intercom system					2,306.28	1,236.31	3.86	3,546.45

Phase 1 - Trailer Make ready Total

Master Format Level 4	Item Code	Item Description	Quantity	Unit	Labor Gross Total	Mat Gross Total	Equip Gross Total	Gross Costs Total
01543320	0400B	Rent backhoe-loader 40 to 45 HP 5/8 CY capacity - Rent per day	10.0	days			1,434.55	1,434.55
02411317	5050	Demolish, remove pavement & curb, remove bituminous pavement, 4" to 6" thick, excludes hauling and disposal fees	444.0	SY	1,532.30		768.54	2,300.84
02411317	5300	Demolish, remove pavement & curb, remove concrete, rod reinforced, to 6" thick, excludes hauling and disposal fees	72.0	SY	522.35		260.27	782.62
02411317	5590	Demolish, remove pavement & curb, patio/carport, excludes hauling, foundation, minimum labor/equipment charge	4.0	Job	957.04		483.83	1,440.87
demo porch structure					5,494.46		1,897.19	7,391.66

Phase 2 - Building and Porch

Master Format Level 4	Item Code	Item Description	Quantity	Unit	Labor Gross Total	Mat Gross Total	Equip Gross Total	Gross Costs Total
02411921	0560	Selective demolition, gutting, building interior, residential building, includes disposal, excludes dumpster fees, minimum	2,052.0	SF				
roof framing demo					267.76		92.46	360.22
02411921	3000	Selective demolition, gutting, building interior, includes disposal, excludes dumpster fees, minimum labor/equipment charge	1.0	Job				
02411923	0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 13 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost.	9.0	week		8,133.33		8,133.33
02411923	0910	Selective demolition, rubbish handling, dumpster, alternate pricing method, delivery, average for all sizes, cost to be added to demolition cost.	1.0	EA		52.14		52.14
02411923	0920	Selective demolition, rubbish handling, dumpster, alternate pricing method, haul, average for all sizes, includes one dump per week, cost to be added to demolition cost.	1.0	EA		152.93		152.93
02411923	2040	Selective demolition, rubbish handling, 100' haul, load, haul to chute and dumping into chute, cost to be added to demolition cost.	228.0	CY	7,276.39			7,276.39
02411923	3080	Selective demolition, rubbish handling, loading & trucking, machine loading truck, includes 2 mile haul, cost to be added to demolition cost.	87.5	CY	820.32		313.25	1,133.58
02411925	0015	Selective demolition, saw cutting, asphalt, up to 3" deep	10.0	LF	5.45		2.64	10.87
02411925	0020	Selective demolition, saw cutting, each additional inch of depth over 3"	30.0	LF	9.63		1.71	15.93
02411925	9000	Selective demolition, saw cutting, minimum labor/equipment charge	1.0	Job	132.30		21.90	154.20

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Master Format Level 4	Item Code	Item Description	Quantity	Unit	Labor Gross Total	Mat Gross Total	Equip Gross Total	Gross Costs Total
31141323	0700	Topsoil stripping and stockpiling, topsoil, clay, dry and soft, adverse conditions, 200 H.P. dozer	98.0	CY	56.67		91.97	148.64
01543650	0020	Mobilization or demobilization, dozer, loader, backhoe or excavator, 70 H.P. to 150 H.P., up to 50 miles	2.0	EA	131.83		162.67	294.49
32061010	0120	Sidewalks, driveways, and patios, bedding for brick or stone, mortar, 2" thick, excludes base	1,700.0	SF	5,038.62	2,266.84		7,305.46
32061010	0400	Sidewalks, driveways, and patios, sidewalk, concrete, cast-in-place with 6 x 6 - W1.4 x W1.4 mesh, broomed finish, 3000 psi, 6" thick, excludes base	1,700.0	SF	2,975.90	3,094.08		6,069.98
32061010	9000	Sidewalks, driveways, and patios, sidewalks, driveways, and patios, excludes base, minimum labor/equipment charge	1.0	Job	297.02			297.02
06050510	6130	Selective Demolition, Wood Framing, wood framing, sheathing from walls, 1/2", from walls	2,160.0	SF	1,010.12			1,010.12
06050510	9000	Selective Demolition, Wood Framing, wood framing, minimum labor and equipment charge	22.0	Job	1,445.92			1,445.92
extra carpentry labor to reframe for new windows and doors 2 hours per opening								
06111024	2102	Wood framing, miscellaneous, firestops, 2" x 6"	400.0	LF	444.90	144.09		588.99
06111028	0110	Porch or deck framing, treated lumber, posts or columns, 4" x 6"	190.0	LF	461.08	295.38		756.46
06111042	0850	Furring, wood, on ceilings, on wood, 1" x 3"	2,000.0	LF	1,921.16	467.65		2,388.81
06111042	9000	Furring, minimum labor/equipment charge	8.0	Job	667.35			667.35
06163610	0202	Sheathing, plywood on roof, CDX, 5/8" thick	3,000.0	SF	1,535.66	1,402.95		2,938.61
06175310	0400	Roof Trusses, fink (W) or King post type, metal plate connected, 4 in 12 slope, 2'-0" O.C., 4'4" to 6'0" span	3,000.0	SF	1,657.00	10,503.18	542.22	12,702.40
trusses material factor 2 for extra wide								
06181320	6750	Laminated Framing, parallel strand members, southern pine or western species, 7" wide x 14" deep	120.0	LF	227.51	3,867.60		4,095.10
06181320	9000	Laminated Framing, minimum labor/equipment charge	7.6	Job	5,086.27		1,637.79	6,724.05
12366116	2200	Solid Surface Countertops, acrylic polymer, patterned colors, pricing for orders of 1 - 50 LF, 25" wide	22.0	LF	736.87	1,167.86		1,904.73
07050510	0120	Selective demolition, thermal and moisture protection, downspouts, including hangers	50.0	LF	37.60			37.60
07050510	0420	Selective demolition, thermal and moisture protection, gutters, metal or wood, edge hung	100.0	LF	109.96			109.96
07050510	0670	Selective demolition, thermal and moisture protection, insulation, batts or blankets	1,444.0	CF	273.77			273.77
07050510	1325	Selective demolition, thermal and moisture protection, roof accessories, plumbing vent flashing	3.0	EA	24.74			24.74
07050510	2120	Selective demolition, thermal and moisture protection, roof edge, aluminum soffit and fascia	600.0	LF	276.80			276.80
07050510	2220	Selective demolition, thermal and moisture protection, roof edge, drip edge	300.0	LF	47.40			47.40
07050510	3125	Selective demolition, thermal and moisture protection, roofing, roofing felt, #30	31.0	sq	272.31			272.31
07050510	3170	Selective demolition, thermal and moisture protection, roofing, asphalt shingles, 1 layer	3,100.0	SF	1,175.45			1,175.45

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Master Format Level 4	Item Code	Item Description	Quantity	Unit	Labor Gross Total	Mat Gross Total	Equip Gross Total	Gross Costs Total
07050510	4970	Selective demolition, thermal and moisture protection, siding, horizontal clapboards	2,104.0	SF	1,462.61			1,462.61
07050510	9000	Selective demolition, thermal and moisture protection, minimum labor/equipment charge	2.0	Job	264.16			264.16
07311310	0450	Asphalt Shingles, premium, laminated multi-layered shingles, class A, 260-300 lb/sq, 4 bundles/sq	40.0	sq	3,538.98	2,224.50		5,763.48
07311310	0825	Asphalt Shingles, #30 felt underlayment	40.0	sq	213.60	265.42		479.03
07311310	0900	Asphalt Shingles, ridge shingles	66.0	LF	61.73	68.40		130.13
07311310	9000	Asphalt Shingles, minimum labor/equipment charge	50.0	Job	5,150.47			5,150.47
20 yr. NDL warranty								
07712310	0400	Aluminum downspouts, enameled, 3" x 4", .024" thick	100.0	LF	271.11	177.58		448.69
07712310	9000	Downspouts, minimum labor/equipment charge	8.0	Job	758.35			758.35
07714310	0020	Aluminum drip edge, mill finish, .016" thick, 5" wide	340.0	LF	283.62	98.84		382.46
07712320	0300	Elbows, aluminum, enameled, .025" thick, 3" x 4"	30.0	EA	113.75	107.12		220.87
07712330	0400	Aluminum gutters, stock units, enameled, 5" box, .032" thick	300.0	LF	946.04	608.58		1,554.62
07712330	9000	Gutters, minimum labor/equipment charge	16.0	Job	1,617.82			1,617.82
08050510	0200	Door demolition, exterior door, single, 3' x 7' high, 1-3/4" thick, remove	3.0	EA	49.29			49.29
08050510	2000	Door demolition, door frames, metal, remove and reset	3.0	EA	125.13			125.13
08050510	9000	Door demolition, minimum labor/equipment charge	1.0	Job	83.42			83.42
08050520	0280	Window demolition, aluminum, to 50 S.F.	7.0	EA	369.38			369.38
08050520	9000	Window demolition, minimum labor/equipment charge	1.0	Job	65.72			65.72
08131313	1240	Doors, commercial, steel, flush, half glass, hollow core, hollow metal, 20 ga., 3'-0" x 6'-8" x 1-3/4" thick	2.0	EA	82.15	581.40		663.56
08131313	9000	Doors, commercial, steel, hollow metal, minimum labor/equipment charge	2.0	Job	166.84			166.84
08121313	0040	Frames, steel, knock down, hollow metal, double, 16 ga., up to 5-3/4" deep, 6'-8" h x 6'-0" w	1.0	EA	48.66	106.17		154.83
08121313	3000	Frames, steel, knock down, hollow metal, 14 gauge, up to 5-3/4" D, 6'-8" H, 3'-0" W, single	2.0	EA	83.42	194.64		278.06
08141609	3400	Doors, wood, architectural, flush, interior, M.D. overlay on hardboard, 1-3/8", 4'-0" x 7'-0"	2.0	EA	132.71	189.59		322.30
08141609	9000	Doors, wood, architectural, minimum labor/equipment charge	1.0	Job	83.42			83.42
08015381	0080	Windows, solid vinyl replacement, double hung, insulated glass, 102 to 111 united inches	10.0	EA	1,074.33	2,654.23		3,728.56
08712030	2440	Door hardware, door closer, rack and pinion, backcheck and adjustable power, top jamb mount, all sizes, hold open arm	2.0	EA	109.96	281.85		391.82
08712050	0020	Door hardware, doorstops, holder and bumper, floor or wall	2.0	EA	20.85	46.77		67.62
08712090	1080	Door hardware, hinges, full mortise, high frequency, steel base, US26, 4-1/2" x 4-1/2"	6.0	pair	318.51			318.51
08712042	0110	Door hardware, mortise lockset, commercial, wrought knobs and full escutcheon trim, keyed, office/entrance/apartment, maximum	3.0	EA	142.19	767.83		910.02
08712042	3190	Door hardware, mortise lockset, commercial, for re-core cylinder, add	3.0	EA		69.20		69.20
08712510	2800	Weatherstripping, doors, metal frame, extruded sections, bronze, for 3' x 7' door	2.0	Opng	334.94	157.99		492.93
08712510	3700	Weatherstripping, for thresholds, door sweep, flush mounted, vinyl	2.0	EA	26.86	21.80		48.66

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08712065	0100	Thresholds, aluminum, 8" wide x 1/2" thick	2.0	EA	54.98	53.72		108.70
09050520	0400	Flooring demolition, carpet, bonded, includes surface scraping	800.0	SF	212.34			212.34
09050520	0560	Carpet Tile, permanent adhesive, removal	800.0	SF	227.51			227.51
09050520	2020	Flooring demolition, tile, ceramic, mud set	16.0	SF	13.55			13.55
09050520	9000	Flooring demolition, minimum labor/equipment charge	4.0	Job	262.90			262.90
09211633	6000	Partition Wall, interior, fire resistant, 2 layers, 2 hour, taped both sides, installed on & incl. 2" x 4" wood studs, 16" O.C., 8' to 12' high, 5/8" gypsum drywall	286.0	SF	929.01	354.25		1,283.26
09017010	0500	Gypsum wallboard, repairs, skim coat surface with joint compound	2,000.0	SF	417.09	37.92		455.01
09017010	9000	texture repair work and new walls	24.0	Job	4,004.10			4,004.10
09301310	3100	Ceramic tile, floors, natural clay, random or uniform, thin set, color group 2	165.0	SF	484.87	537.01		1,021.88
09301310	9500	Ceramic tile, minimum labor/equipment charge	8.0	Job	1,324.59			1,324.59
09651313	1150	Cove base, rubber or vinyl, standard colors, 4" h, .080" thick	250.0	LF	238.56	161.15		399.71
09651313	1630	Cove base, rubber or vinyl, standard colors, corners, 4" h	24.0	EA	22.90	45.96		68.86
09681310	5060	Carpet Tile, tufted nylon, 42 oz., 18" x 18" or 24" x 24"	100.0	SY	379.18	3,159.80		3,538.98
09912374	0300	Paints & Coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, primer or sealer coat, sand finish, brushwork	300.0	SF	85.31	13.27		98.59
09912374	0340	Paints & Coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, primer or sealer coat, sand finish, roller	3,000.0	SF	720.43	151.67		872.10
09912374	0900	Paints & Coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 2 coats, sand finish, brushwork	300.0	SF	142.19	22.75		164.94
09912374	0940	Paints & Coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 2 coats, sand finish, roller	3,000.0	SF	834.19	246.46		1,080.65
12357013	0500	Casework, base cabinets, hospital, laminated plastic	12.0	LF	803.85	1,964.13		2,767.98
12357013	1650	Casework, base cabinets, hospital, counter top, laminated plastic, incl. backsplash	12.0	LF	200.96	420.89		621.85
12357016	2100	Casework, base cabinets, nurses station, door type, laminated plastic	25.0	LF	1,674.69	4,723.90		6,398.59
12357013	2500	Casework, wall cabinets, laminated plastic	12.0	LF	530.85	1,471.20		2,002.05
22111344	0815	Pipe, steel, black, threaded, 1" diameter, schedule 40, A-106, grade A/B seamless, includes coupling and clevis hanger assembly sized for covering, 10' OC	70.0	LF	506.52	444.58		951.10
22111344	1330	Pipe, steel, galvanized, threaded, 1", schedule 40, Spec. A-53, includes coupling and clevis hanger assembly sized for covering, 10' OC	10.0	LF	72.36	35.39		107.75
22111345	0110	Elbow, 90 Deg., steel, cast iron, black, straight, threaded, standard weight, 1"	10.3	EA	301.27	32.32		333.60
22111345	0550	Tee, steel, cast iron, black, straight, threaded, standard weight, 1"	4.0	EA	190.73	16.56		207.28
22111345	0770	Elbow, 90 Deg., steel, cast iron, galvanized, straight, threaded, standard weight, 1"	3.0	EA	88.25	24.55		112.80
22111345	1150	Tee, steel, cast iron, galvanized, straight, threaded, standard weight, 1"	2.0	EA	95.43	22.12		117.54
22111345	1360	Coupling, steel, cast iron, black, straight, threaded, extra heavy weight, 1"	15.0	EA	382.49	48.82		431.31
22111345	4170	Plug, steel, cast iron, black, threaded, standard weight, 1"	6.0	EA	76.59	21.99		98.59
22111345	9990	Pipe steel fitting, minimum labor/equipment charge	24.0	Job	2,290.22			2,290.22

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Master Format Level 4	Item Code	Item Description	Quantity	Unit	Labor Gross Total	Mat Gross Total	Equip Gross Total	Gross Costs Total
22052310	0550	Valves, brass, gas cocks, threaded, 1"	3.0	EA	60.19	37.44		97.64
22111910	0240	Flexible connectors, corrugated, gas, seamless brass, steel fittings, 7/8" OD x 1/2" ID, 24" long	2.0	EA	23.38	30.33		53.72
22111910	9000	Flexible connectors, minimum labor/equipment charge	52.4	Job	5,000.00			5,000.00
Gas service including meter, tap and permit								
23822710	0120	Infra-red unit, gas fired, unvented, electric ignition, input, 100% shutoff, 45 MBH, excludes piping and wiring	2.0	EA	278.06	606.68		884.74
23342310	6946	Fans, residential roof jacks and wall caps, wall cap with back draft damper, 3" & 4" diam. round duct	3.0	EA	103.80	33.65		137.45
26050510	9000	Electrical demolition, minimum labor/equipment charge	40.0	Job	3,665.37			3,665.37
Electrician to move and reconnect existing electrical to allow new trusses to be installed								
26015081	3200	Lighting fixture, maintenance, remove and replace (reinstall), incl. remove, disconnect wire terminations, store, reinstall and reconnect wire terminations	16.0	EA	1,466.15			1,466.15
electrical connections to Gas heaters								
28013051	3300	Fire alarm device, maintenance, remove and replace (reinstall), incl. remove, disconnect wire terminations, store, reinstall and reconnect wire terminations	60.0	EA	4,133.02			4,133.02
to bring fire alarm and security up to standards								
26059010	2110	Switch devices, resi, single pole, ivory, type NM (Romex) cable, 20', 15 amp, incl box & cover plate	3.0	EA	64.74	24.36		89.11
26059010	4050	Receptacle devices, resi, duplex outlet, ivory, w/#12/2, type NM cable, 20', 15 amp, incl box & cover plate	10.0	EA	297.02	94.79		391.82
26059010	4910	Low voltage outlets, resi, telephone receptacle, 4/C phone wire, 20'	6.0	EA	85.88	43.04		128.92
26059010	4920	TV receptacle, resi, 20' of RG59U coax cable, F type connector, incl box & ext cover plate	6.0	EA	136.50	75.84		212.34
26059010	6100	Lighting outlets, resi, box 4" & wire (for fixture), type NM cable, 20'	16.0	EA	230.54	194.14		424.68
26059010	6370	Light fixtures, resi, outdoor, wall mounted, luxury grade	10.0	EA	145.35	1,693.65		1,839.00
26059010	8380	Paddle fan, resi, variable speed (w/o lights), luxury model (DC motor)	6.0	EA	284.38	1,497.75		1,782.13
26521310	0700	Emergency lighting units, nickel cadmium battery operated, twin sealed beam light, 25 W, 6 V each	6.0	EA	549.81	2,521.52		3,071.33
26521310	9000	Emergency lighting units, minimum labor/equipment charge	6.0	Job	549.81			549.81
					95,253.36	61,356.53	7,713.86	164,323.74
Phase 2 - Building and Porch Total								

Master Format Level 4	Item Code	Item Description	Quantity	Unit	Labor Gross Total	Mat Gross Total	Equip Gross Total	Gross Costs Total
Phase 3 - Parking Lot, Regrade Site and Approaches								
01712313	1200	Boundary & survey markers, crew for building layout, 3 person crew	2.0	days	2,114.54		97.32	2,211.86
01452350	0015	Field Testing, for concrete building, costing \$1,000,000, minimum	1.0	Project				3,286.19
field testing, concrete and soils								
01541950	0100	Crane crew, daily use for small jobs, 12-ton truck-mounted hydraulic crane, portal to portal	4.0	days	1,320.80		2,850.14	4,170.94
earth work, grading and back fill crew								
01562310	0410	Barricades, PVC pipe barricade, break-a-way, buy, 3" diam. PVC, with 3 each 1' x 4' reflectorized panels	6.0	EA		1,270.24		1,270.24
01543320	0400B	Rent backhoe-loader 40 to 45 HP 5/8 CY capacity - Rent per day	4.0	days			573.82	573.82
RFP 6053 Day Labor CDBG funds Final Version.est								

Master Format Level 4	Item Code	Item Description	Quantity	Unit	Labor Gross Total	Mat Gross Total	Equip Gross Total	Gross Costs Total
02411317	5050	Demolish, remove pavement & curb, remove bituminous pavement, 4" to 6" thick, excludes hauling and disposal fees	1,100.0	SY	3,796.25		1,904.03	5,700.28
02411919	0100	Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only	30.0	ton		2,085.47		2,085.47
02411923	3080	Selective demolition, rubbish handling, loading & trucking, machine loading truck, includes 2 mile haul, cost to be added to demolition cost.	243.0	CY	2,278.16		869.95	3,148.11
02411923	5000	Selective demolition, rubbish handling, up to 8 C.Y. truck, loading & trucking, haul, per mile, includes 2 mile haul, cost to be added to demolition cost.	4,876.0	CY	1,090.83		1,559.21	2,650.04
01543650	0020	Mobilization or demobilization, dozer, loader, backhoe or excavator, 70 H.P. to 150 H.P., up to 50 miles	2.0	EA	131.83		162.67	294.49
32112323	0370	Base course drainage layers, aggregate base course for roadways and large paved areas, bank run gravel, spread and compacted, 6" deep	210.0	SY	68.74	1,566.00	45.25	1,680.00
32112323	9000	Base course drainage layers, prepare and roll sub-base, minimum labor/equipment charge	7.7	Job	1,012.15			1,012.15
32131323	0100	Concrete paving surface treatment, 4500 psi, fixed form, unreinforced, 12' pass, 8" thick, includes joints, finishing, and curing	210.0	SY	472.19	9,555.24	162.04	10,189.46
32131323	0505	Concrete paving surface treatment, minimum labor/equipment charge	24.0	Job	7,280.18			7,280.18
32131323	0540	Concrete paving surface treatment, reinforcing steel for rigid paving, 18 lbs/SY	210.0	SY	743.18	4,273.31		5,016.50
32131323	0710	Concrete paving surface treatment, transverse joint support dowels	100.0	EA	720.43	631.96		1,352.39
32131323	0730	Concrete paving surface treatment, transverse expansion joints, includes premolded bituminous joint filler	300.0	LF	5,058.21	875.90		5,934.10
32131323	1000	Concrete paving surface treatment, curing, with sprayed membrane, by hand	210.0	SY	148.64	138.02		286.66
32172314	0790	Pavement markings, layout of pavement marking	15,000.0	LF	464.49		104.27	568.76
32172314	0800	lay out and trip charge for small job						
32172314	1200	Pavement markings, parking stall, paint, white, 4" wide	9.0	Stall	32.33	37.54	7.19	77.07
32161313	0435	Pavement markings, handicap symbol	1.0	EA	14.22	10.43		24.65
32141610	0012	Cast-in place concrete curbs & gutters, straight, wood forms, 0.066 C.Y. per L.F., 6" high curb, 6" thick gutter, 30" wide	150.0	LF	853.15	1,990.67		2,843.82
32141610	0540	Brick paving, without joints, (4.5 brick/S.F.), 4" x 8" x 1-1/2"	36.0	SF	194.29	69.62		263.91
32141610	9000	Brick paving, bedding, coarse washed sand bed, 1" thick	36.0	SF	5.66	7.05	0.25	12.97
32171316	1200	Plastic parking bumpers, wheel stops, thermoplastic, 6" x 10" x 6" - 0", 2 dowels per each	24.0	Job	3,973.76			3,973.76
03051385	0210	Winter Protection, temporary shelter, slab on grade, wood frame and polyethylene sheeting, build or remove, maximum	28.9	Msf	6,387.85	5,840.32		12,228.17
03111365	9000	protection of existing structure while unde const						
		C.I.P., concrete forms, slab on grade, minimum equipment/labor charge, includes erecting, bracing, stripping and cleaning	80.0	Job	13,347.00			13,347.00
Phase 3 - Parking Lot, Regrade Site and Approaches Total					51,781.88	30,156.64	8,336.15	93,560.86
Grand Total					163,652.56	103,044.48	16,053.87	296,885.64

RFP 5053 Day Labor CDBG funds Final Version.est

KBR, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2009

PRODUCER John L. Wortham & Son, L.P.
2727 Allen Parkway
Houston, TX 77019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

713-526-3366
www.worthaminsurance.com

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: ACE American Insurance Co.

22667

INSURER B: Indemnity Insurance Co. of North America

43575

INSURER C:

INSURER D:

INSURER E:

INSURED KBR, Inc.
Kellogg Brown & Root Services, Inc.
601 Jefferson, Suite 3500
Houston, TX 77002

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HDOG24934767	11/1/2009	11/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISAH08581563	11/1/2009	11/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under. SPECIAL PROVISIONS below Y/N <input type="checkbox"/> N	WLRC45702753 (AOS) WLRC45705833 (CA&AZ)	11/1/2009 11/1/2009	11/1/2010 11/1/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: TCPN State Wide Joc Project Contract R4895

Requestor: Patrick Eno

CERTIFICATE HOLDER

City Of Plano
Attn: Richard Medlen
4850 14th Street
Plano TX 75074

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John L. Wortham & Son, L

John L. Wortham & Son, L.P.

ACORD 25 (2009/01)

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

CANCELLATION NOTICE

The CANCELLATION NOTICE on the CERTIFICATE OF INSURANCE is amended to include the following wording: The Insurance Companies may cancel the described policy(ies) by mailing or delivering ten (10) days written notice of cancellation to the Named Insured for: (1) Non Payment of premium or (2) any other circumstance permitted by state law or policy conditions.

ADDITIONAL INSURED DISCLAIMER

Coverage for Additional Insureds can vary significantly from policy to policy and thus Additional Insured status does not guarantee protection for all losses. Coverage is subject to actual policy terms and conditions.

EXHIBIT A
PAGE 17 OF 18

CERTIFICATE - ADDENDUM

Named Insured:

KBR, Inc.
Kellogg Brown & Root Services, Inc.
601 Jefferson, Suite 3500
Houston, TX 77002

Certificate Holder:

Issue Date: 10/27/2009

City Of Plano
Attn: Richard Medlen
4850 14th Street
Plano TX 75074

Additional Insured: The Certificate Holder Is Included As An Additional Insured Under The Commercial General Liability And Business Automobile Liability Policies, Excluding Workers Compensation And Employer's Liability, But Only With Respect To And To The Extent Of The Liabilities Assumed By The Insured Under A Written Contract And Subject To The Policies Terms, Conditions & Exclusions.

General Liability, Automobile Liability And Workers' Compensation/Employer's Liability: Waiver Of Subrogation Is Provided In Favor Of The Certificate Holder Under The Commercial General Liability, Business Automobile And Workers' Compensation/Employer's Liability Policies, But Only With Respect To And To The Extent Of The Liability Assumed By The Insured Under A Written Contract And Subject To The Policies Terms, Conditions And Exclusions.

EXHIBIT A
PAGE 18 OF 18

ecertsonline

PAYMENT BOND

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, 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, hereinafter "**Surety**", are held and firmly bound unto the **CITY OF PLANO, TEXAS**, a home-rule municipal corporation, hereinafter called "Beneficiary", and unto all persons, firms, and corporations who may furnish materials for, or perform labor upon the building or improvements described below, in the penal sum of _____ **DOLLARS** (\$ _____) 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. 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 written Contract with the Beneficiary, dated the _____ day of _____, _____, A.D. which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

_____.

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 said 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 be 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

Contract, or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc., accompanying the same, shall in anyway 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 Texas Government Code Section 2253.001, et seq., 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 Texas Insurance Code Article 3503.003.

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

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

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: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

NOTE: Date on Page 1 of Payment Bond must be same date that City Council awarded Contract. Date on Page 2 of Payment Bond must be after the date that City Council awarded the Contract. If Resident Agent is not a corporation, give a person's name.

PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____ 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, hereinafter called "Surety", are held and firmly bound unto the CITY OF PLANO, TEXAS a home-rule municipal corporation, 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. 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 written Contract with the Beneficiary, dated the _____ day of _____, _____, A.D. which is made a part hereof by reference, for the construction of certain public improvements that are generally described as follows:

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 Beneficiary; and, if the Principal shall fully indemnify and save harmless the Beneficiary from 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 be filed on this Bond, exclusive Venue shall lie in Collin County, Texas.

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 Specifications accompanying the same shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to the Specifications.

This Bond is given pursuant to the provisions of Texas Government Code Section 2253.001, et seq., 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 Texas Insurance Code Section 3503.003.

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

PRINCIPAL: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

SURETY: _____
Address _____
Tel. No. _____

ATTEST:

BY: _____
TITLE: _____

EXHIBIT B
PAGE 5 OF 6

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

NAME: _____
STREET ADDRESS: _____
CITY, STATE, ZIP: _____

For additional information on the above named Surety company you may contact the Texas Department of Insurance at (800)578-4677.

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

EXHIBIT B
PAGE 6 OF 6

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of _____ (herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF _____ §

COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public, State of _____

EXHIBIT C
PAGE 1 OF 1