REQUEST FOR PROPOSAL MIDWESTERN STATE UNIVERSITY PURCHASING & CONTRACT MANAGEMENT DEPARTMENT 3410 Taft Blvd., Daniel Bldg., Rm. 202 Wichita Falls, TX. 76308

BID NUMBER

BID TITLE

735-18-8199

Parking Lots Replacement

BIDS WILL BE RECEIVED BY SEALED BID OR EMAIL UNTIL: 2:00 P.M., March 23, 2018 to: the office's of the Director of Purchasing & Contract Management, 3410 Taft Blvd., Daniel Bldg., Rm. 202 Wichita Falls, TX. 76308

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions apply to all offers made to Midwestern State University (herein after referred to as "University") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to, Invitations to Bid and Request for Quotes.

INSTRUCTIONS FOR SUBMITTING BIDS

Review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.

Questions requiring only clarification of instructions or specifications will be handled through the email process. If any questions results in a change or addition to this Bid, the change(s) and addition(s) will be addressed to all vendors involved as quickly as possible in the form of an addendum. It is the responsibility of the bidder to view the posting on the MSU purchasing web page located at http://mwsu.edu/purchasing/.

Sign the Vendor's Affidavit Notice and return with your bid.

BIDDERS SHALL SUBMIT BID ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE BID PACKET. In the event of inclement weather and the University Offices are officially closed on a bid opening day, bids will be received until 2:00 p.m. of the next business day. At which time said bids will be privately opened.

BIDS SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY EMAIL OR MAIL. All responding vendors will receive written notification regarding the outcome of the award. Bid tabulations will be posted to the MSU Purchasing we page.

PLEASE NOTE CAREFULLY

THIS IS THE <u>ONLY APPROVED INSTRUCTION</u> FOR THIS BID. ITEMS BELOW APPLY TO AND BECOME PART OF TERMS AND CONDITIONS OF BID. <u>ANY EXCEPTIONS THERETO MUST BE IN WRITING.</u>

- 1. Each bid shall be emailed or placed in a separate envelope completely and properly identified with the name and number of bid. Bids must be in the Purchasing Office **BEFORE** the hour and date specified.
- QUOTE F.O.B. DESTINATION. If otherwise, show exact cost to deliver. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increase will not be considered.
- 3. Bids **MUST** give full firm name and address of the bidder. Failure to manually sign bid will disqualify it. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT.
- 4. Bids **CANNOT** be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid can be withdrawn after opening without the approval by the Vice-President of Administration & Finance based on a written acceptable reason.
- 5. The University is exempt from State Sales Tax and Federal Excise Tax. **DO NOT INCLUDE TAX IN BID.**
- 6. Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-**NOT** restrictive-it is to indicate type and quality desired unless otherwise indicated. Bids on brand of like nature and quality will be considered. If bid is based on other than referenced specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified.
- 7. Samples, when requested, must be furnished free of expense to the University. If not destroyed in examination, they will be returned to the bidder on request, at his

expense. Each sample should be marked with bidder's name, address, and University bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID.**

- 8. **Delivery:** Bid must show number of days required to make delivery to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Un realistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from the Director of Purchasing.
- 9. If delay is foreseen, contractor shall give written notice to Director of Purchasing. The University has the right to extend delivery date if reasons appear valid. Contractor must keep University advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the University to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
- 10. All items proposed shall be new, in first class condition suitable for shipment and storage (Midwestern State University prefers recycled packaging whenever possible), unless otherwise indicated in bid. Verbal agreements to the University will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory materials will be returned at Seller's expense.
- 11. Written and verbal inquires pertaining to bids must give Bid Number and Commodity.
- 12. No substitutions or cancellations permitted without written approval of Director of Purchasing.
- 13. The University reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award to the Bidder that bids to the Best Value to the University. The University reserves the right to award by item or by total bid. Prices should be itemized.
- 14. Consistent and continued tie bidding could cause rejection of bids by the University and/or investigation for Anti-Trust violations.
- 15. The contractor agrees to protect the University from claims involving infringement of patents or copyrights.
- 16. This is a Quotation inquiry only and implies no obligation on the part of the University. All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this BID in excess of the amounts quoted.

- 17. **Award:** A written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.
- 18. Variation in Quantity: The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
- 19. **Invoicing:** Bidder shall submit two (2) copies of an itemized invoice shoeing bid number and purchase order number to:

Midwestern State University Accounts Payable 3410 Taft Blvd. Wichita Falls, TX. 76308

- 20. **Payments:** The University, after receipt of completed order will make payment to the contractor within 30 days from the receipt of goods or invoice which ever is later. All partial shipment must be pre-approved by the Director of Purchasing. In the event of partial shipments the University is not required to make payments until the order is complete. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by the University.
- 21. **Discrimination:** In order to comply with the provisions of fair employment practices, the contractor agrees as follows; 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, religion, handicap, or national origin; 2.) in all solicitations or advertisements for employees, the contactor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3.) the contractor will furnish such relevant information and reports as request by the University for the purpose of determining compliance with these regulations; and 4.) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.
- 22. **Assignment:** Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party without the written consent of the other party in the contract.
- 23. **Other Remedies:** In addition to the remedies stated herein, the University has the right to pursue other remedies permitted by law or in equity.
- 24. **E-Verify**: Contractor is responsible to verify all employees are approved by The Homeland Security E-Verify program.
- 25. **Bonds**: For construction type awards, if bids are over \$25,000 a payment bond will be required if awarded the contract. A performance bond will be required if award is over \$100,000.

REQUEST FOR PROPOSAL

PARKING LOTS REPLACEMENT MIDWESTERN STATE UNIVERSITY

It is the intent of these specifications to describe the minimum requirements for **the above titled project** at Midwestern State University in sufficient detail to secure comparable bids.

Each bidder must confirm he fully understands these specifications and the University's needs and satisfies himself that he is cognizant of all factors relating to requirements contained in these specifications.

The bid analysis will include compliance to bid specifications, past performance with vendor, references, delivery time, which will have a weighted average of 30 percent and the overall cost to the university, which will have a weighted average of 70 percent. Midwestern State University reserves the right to consider deviations from these specifications.

Award of this bid will be contingent on availability of Midwestern State University funds.

References shall be included on this bid form. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.

Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Midwestern State University if bids accepted by the University. Each bid shall be placed in a sealed envelope or emailed, signed by a person having the authority to bind his/her firm in a contract.

This contract shall remain in effect until completion and acceptance by the University. Midwestern State University reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the University in the event of breach or default if this contract. Midwestern State University reserves the right to terminate the contract immediately in the event the successful bidder fails to make delivery in accordance with the specifications.

Questions concerning these specifications should be directed via email no later than March 12, 2018 to:

Stephen Shelley, Director of Purchasing and Contract Management 3410 Taft Blvd. Daniel Bldg. Rm. 202 Wichita Falls, TX. 76308 <u>stephen.shelley@mwsu.edu</u> (940) 397-4110

Midwestern State University may in it's sole discretion respond in writing to questions concerning this bid request. Only MSU responses made by formal written addendum to this proposal shall be binding and shall be posted on the MSU purchasing web site located at http://mwsu.edu/purchasing/. Oral or other written interpretations or clarifications shall be without legal effect.

All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exception and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Midwestern State University reserves the right to accept any and all or none of the exception(s) / substitution(s) deemed to be in the best interest of the University.

PRE-BID MEETING: A pre-bid meeting will be held at 11:00 a.m. on **Thursday, March 8, 2018 on the west side of the Central Plant**, Midwestern State University, 3410 Taft Blvd., Wichita Falls, Texas.

Proposals are to be sent via email or hand delivered to:

Stephen Shelley, Director of Purchasing and Contract Management 3410 Taft Blvd. Daniel Bldg. Rm. 202 Wichita Falls, TX. 76308 <u>stephen.shelley@mwsu.edu</u> (940) 397-4110

SPECIFICATIONS RFP #735-18-8199

Please see specifications and drawing at the below Link under current bid opportunities listed under the RFP number:

http://mwsu.edu/purchasing/

Please supply a HUB Subcontracting Plan with your bid, which can be found at the below listed link:

http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/

Please supply schedule and lead time for project with bid:

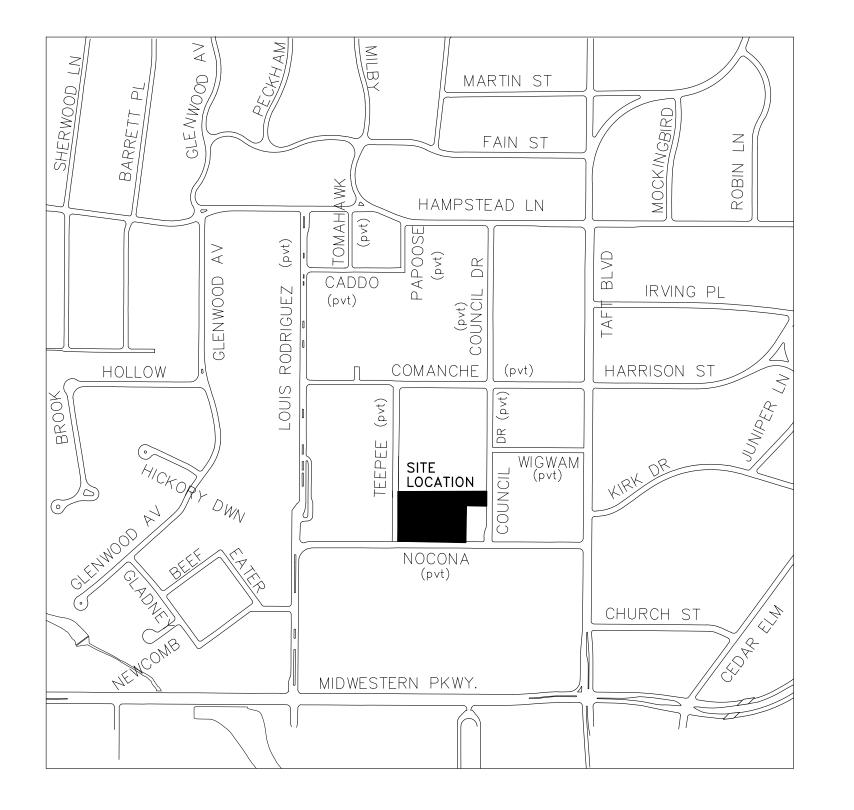
Work to begin 5/14/18 and be completed no later than 8/10/18. Contractor's schedule shall account for the standard number of weather days per NOAA for May-August in Wichita Falls.

Liquidated damages of \$250 per calendar day if Substantial Completion is not achieved by 5:00 PM on 8/10/18 at the latest.

Supply an insurance certificate with your Bid.

Supply a W-9 With your Bid if new to Midwestern State University.

2010 Uniform General Conditions apply to this Bid and can be found at the below listed link: http://mwsu.edu/purchasing/contract-management



PROJECT AREA:

CURRENT PARKING LOTS 6-N AND 3 WILL BE REDESIGNED AND REBUILT AS PART OF THIS PROJECT. MUSTANG WALK WILL EXTENDED THROUGH TEEPEE DRIVE TO ITS INTERSECTION WITH NOCONA BOULEVARD AS PART OF THIS PROJECT.

2018 PARKING LOT REHABILITATION PROJECT LOT 6-N, LOT 3 AND MUSTANG WALK EXTENSION FOR

MIDWESTERN STATE UNIVERSITY



MR. WARREN AYRES
MS. TIFFANY BURKS
MR. R. CAVEN CROSNOE, VI
DR. F. LYNWOOD GIVENS, P
MR. SHAWN HESSING

SUZANNE SHIPLEY, PH.D., PRESIDENT MARILYN M. FOWLE, ED.D., V.P. ADMINISTRATION & FINANCE

KYLE C. OWEN, P.E., ASSOCIATE V.P. FACILITIES SERVICES



- 3410 TAFT BOULEVARD
- WICHITA FALLS, TEXAS 76308

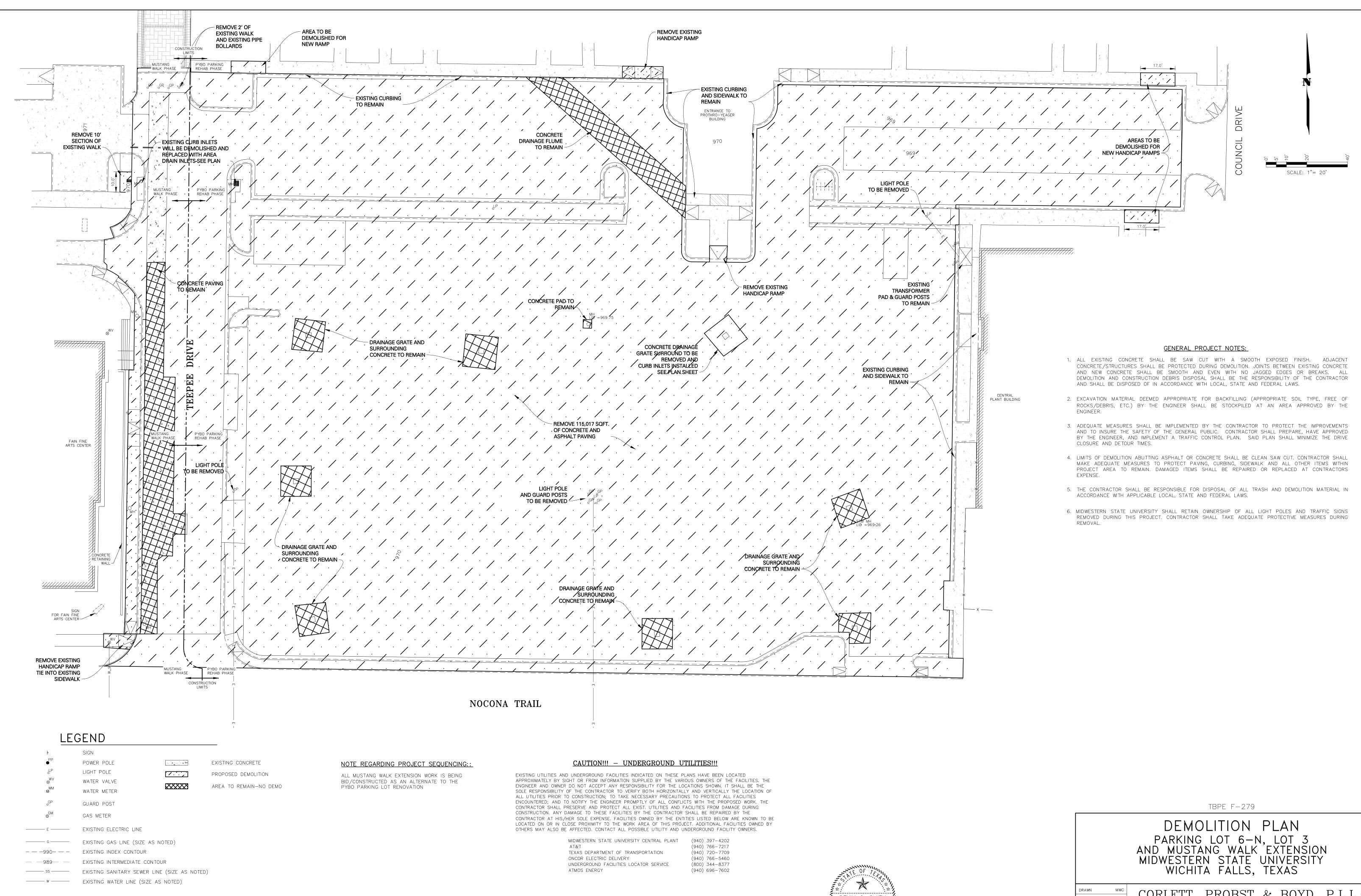
JANUARY 2018

BOARD OF REGENTS

	MR. JEFF GREGG
	MS. NANCY MARKS, SECRETARY
ICE CHAIRMAN	MR. SAMUEL M. SANCHEZ, CHAIRMAN
PH.D.	DR. SHELLEY SWEATT, ED.D.
	MS. SHAYLA OWENS, STUDENT REGENT

				TBPE F-	-279				
PARK		AND I MIDW	LOT MUSTA ESTER	EHAB 6-n, ang w 2n sta ve an	LOT ALK EX TE UN	3 XTENSI IVERSI	ON TY	ЭЈЕ	ECT
DRAWN	MWC	CODI	ጉጥጥ	PROB	ST 80	BUAL		тт	C
CHECKED	DGS	CONL	ıLıL,				И, Г.	ட.ட.	U.
APPROVED	DGS				RS - SUR		、 <i>,</i>		
PHONE (940)723–1 FAX (940)397–05				605 OLD . /ICHITA FA					
SCALE: N	NONE			JANUARY,	2018	SHEET	1	OF	9

DEVIN G. SMITH REGISTERED PROFESSIONAL ENGINEER NO. 84012

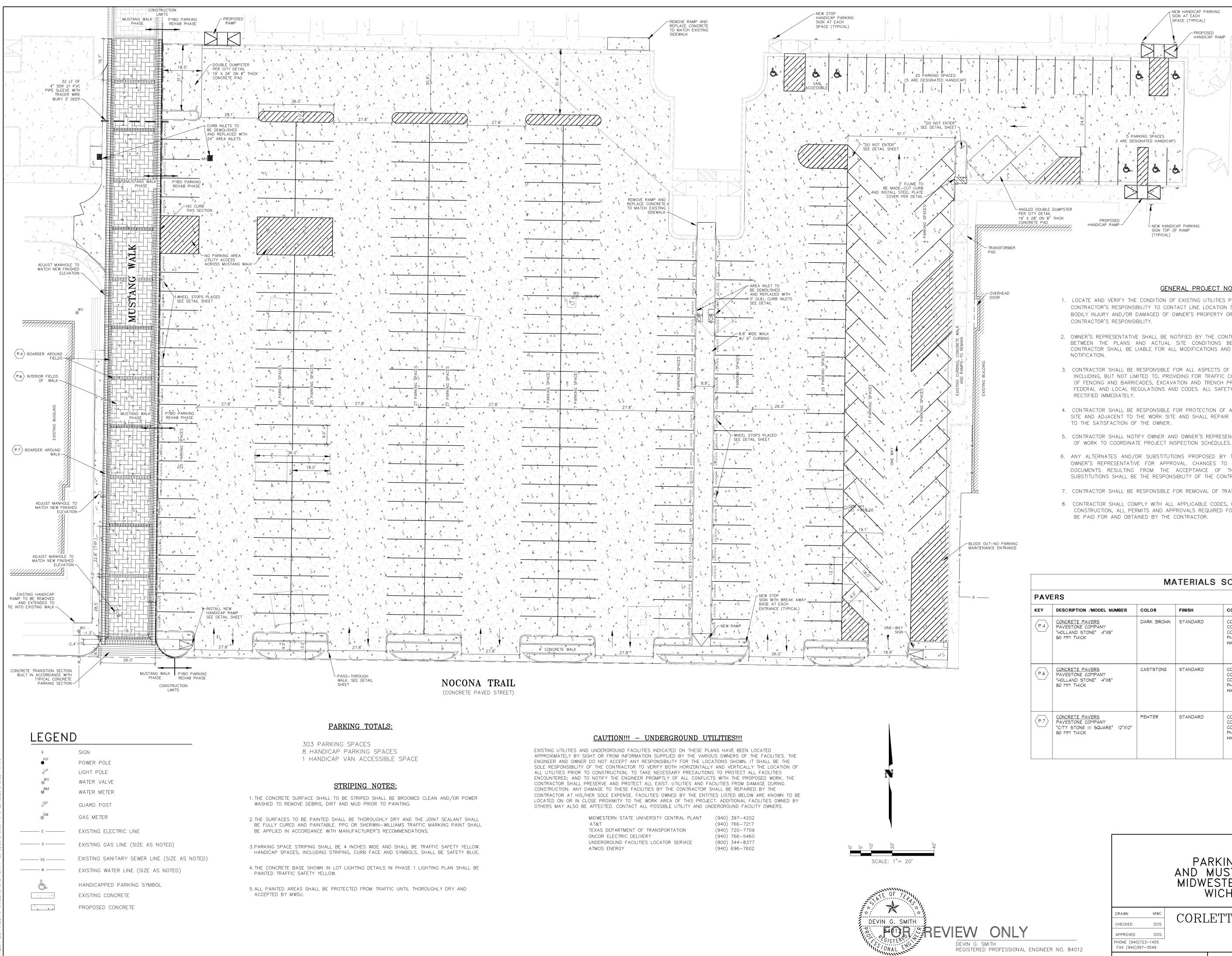


MIDWESTERN STATE UNIVERSITY CENTRAL PLANT
AT&T
TEXAS DEPARTMENT OF TRANSPORTATION
ONCOR ELECTRIC DELIVERY
UNDERGROUND FACILITIES LOCATOR SERVICE
ATMOS ENERGY



				IDFL I - Z	/9					
		PA AND MIDW	RKING MUSTA ESTER	LITION LOT 6 NG WAI N STATI A FALLS	-N, L _K EX E UNI'	OT 3 TENSIO VERSITY				
DRAWN	MWC	CORI	ፑጥጥ	DBUBG	ጥ <i>እ</i> ራ	BUAD	D	гт	Γ	
CHECKED	DGS	CORLETT, PROBST & BOYD, P.L.L.C.								
APPROVED DGS ENGINEERS – SURVEYORS 4605 OLD JACKSBORO HIGHWAY										
PHONE (940)72 FAX (940)397				ICHITA FALL						
SCALE:	1" =	=20'		JANUARY, 20	18	SHEET	2	OF	9	

REGISTERED PROFESSIONAL ENGINEER NO. 84012

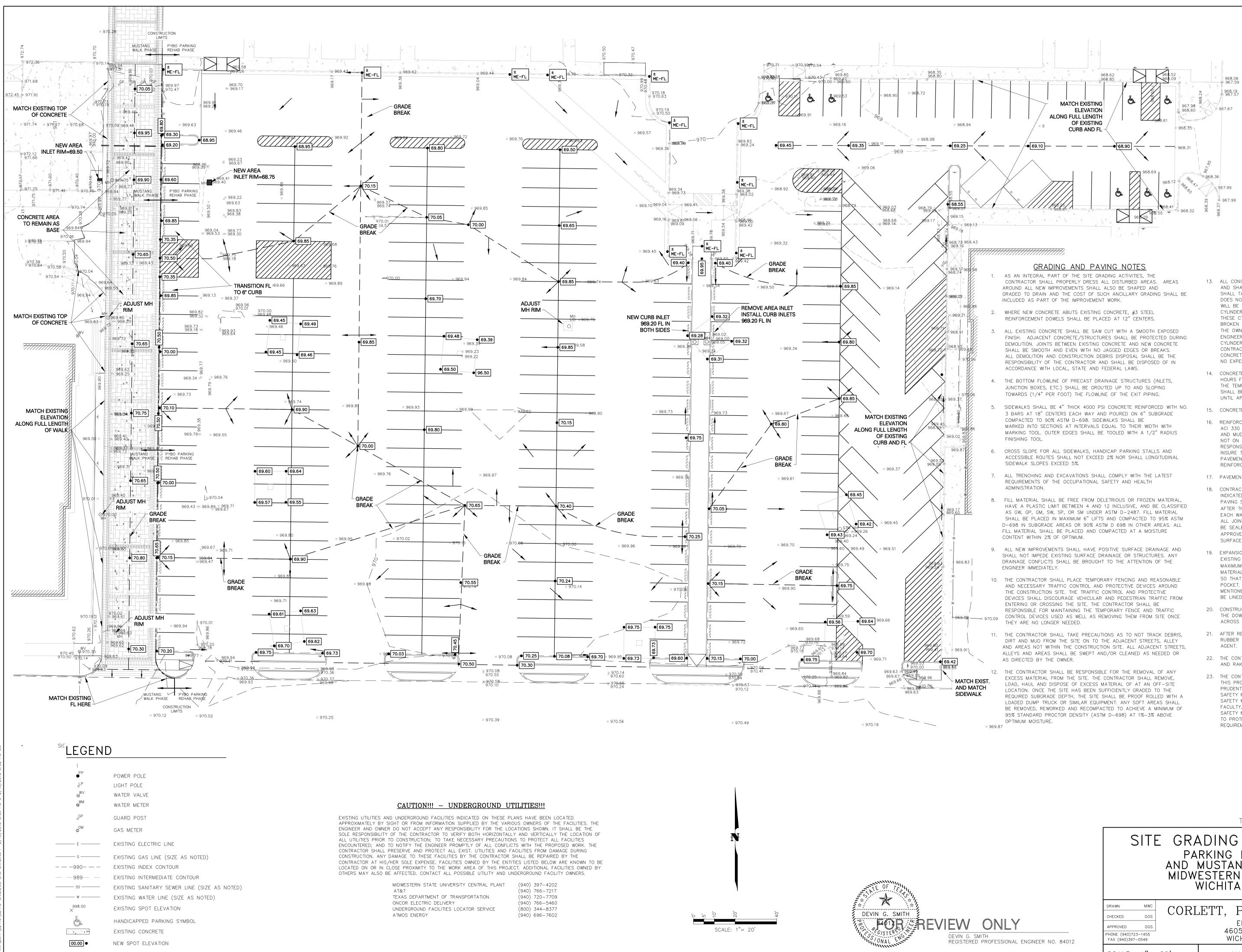


GENERAL PROJECT NOTES:

- 1. LOCATE AND VERIFY THE CONDITION OF EXISTING UTILITIES PRIOR TO EXCAVATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT LINE LOCATION SERVICES ANY COSTS INCURRED FOR BODILY INJURY AND/OR DAMAGED OF OWNER'S PROPERTY OR SAID UTILITIES WILL BE THE
- 2. OWNER'S REPRESENTATIVE SHALL BE NOTIFIED BY THE CONTRACTOR OF ANY DISCREPANCIES DISCOVERED BETWEEN THE PLANS AND ACTUAL SITE CONDITIONS BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL BE LIABLE FOR ALL MODIFICATIONS AND DAMAGES IF WORK PROCEEDS WITHOUT THIS
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF MAINTAINING A SAFE WORK SITE INCLUDING, BUT NOT LIMITED TO, PROVIDING FOR TRAFFIC CONTROL, INSTALLATION AND PLACEMENT OF FENCING AND BARRICADES, EXCAVATION AND TRENCH PROTECTION, AND COMPLIANCE WITH ALL FEDERAL AND LOCAL REGULATIONS AND CODES. ALL SAFETY EXPOSURES OR VIOLATIONS SHALL BE
- 4. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF ALL EXISTING IMPROVEMENTS BOTH ON SITE AND ADJACENT TO THE WORK SITE AND SHALL REPAIR ANY DAMAGE TO THESE IMPROVEMENTS
- 5. CONTRACTOR SHALL NOTIFY OWNER AND OWNER'S REPRESENTATIVE 48 HOURS PRIOR TO COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.
- 6. ANY ALTERNATES AND/OR SUBSTITUTIONS PROPOSED BY THE CONTRACTOR SHALL BE SUBMITTED TO OWNER'S REPRESENTATIVE FOR APPROVAL. CHANGES TO THE SCOPE OF WORK AND/OR CONTRACT DOCUMENTS RESULTING FROM THE ACCEPTANCE OF THE CONTRACTOR'S ALTERNATIVES AND/OR SUBSTITUTIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- 7. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF TRASH ON A DAILY BASIS.
- 8. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. PRIOR TO ONSTRUCTION, ALL PERMITS AND APPROVALS REQUIRED FOR CONSTRUCTION OF THE PROJECT SHALL

MATERIALS SCHEDULE CONTACT REMARKS • REFERENCE TECHNICAL SPECIFICATIONS CONTACT: GUY LINDHOLM FOR SUBMITTAL AND MOCK-UP COMPANY: PAVESTONE REQUIREMENTS COMPANY PHONE: (512) 296-4404 WWW.PAVESTONE.COM • CONCRETE PAVER PATTERN TO MATCH SITE PLAN • CUT PAVERS TO FIT WHERE NOTED • CONTRACTOR TO VERIFY COLOR WITH OWNER PRIOR TO PURCHASE CONTACT: GUY LINDHOLM • REFERENCE TECHNICAL SPECIFICATIONS COMPANY: PAVESTONE FOR SUBMITTAL AND MOCK-UP COMPANY REQUIREMENTS • CONCRETE PAVER PATTERN TO BE: PHONE: (512) 296-4404 WWW.PAVESTONE.COM PARQUET • CUT PAVERS TO FIT WHERE NOTED • CONTRACTOR TO VERIFY COLOR WITH OWNER PRIOR TO PURCHASE CONTACT: GUY LINDHOLM • REFERENCE TECHNICAL SPECIFICATIONS FOR SUBMITTAL AND MOCK-UP COMPANY: PAVESTONE COMPANY REQUIREMENTS PHONE: (512) 296-4404 • CONCRETE PAVER PATTERN TO MATCH SITE PLAN •CUT PAVERS TO FIT WHERE NOTED •CONTRACTOR TO VERIFY COLOR WITH OWNER PRIOR TO PURCHASE WWW.PAVESTONE.COM

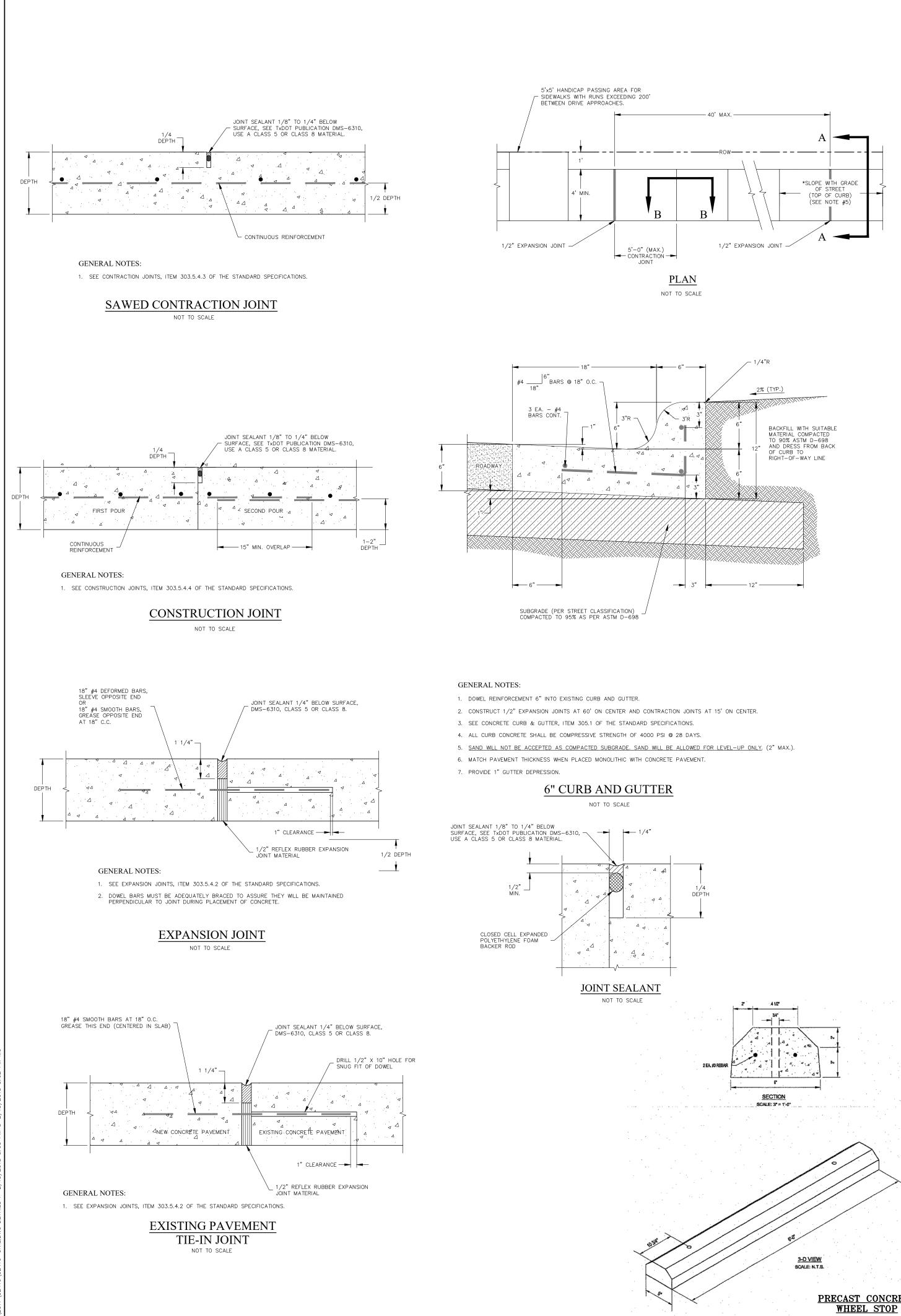
				TBPE F-279					
		and MIDW	RKING MUSTA ESTER	ITE PLA LOT 6-I NG WALK N STATE A FALLS,	N, LO EX UNIN	I ENSIO /ERSITY			
DRAWN	MWC	CORI	$\mathbf{F}\mathbf{T}\mathbf{T}$	PROBST	&r T	ROYD	P	тт	C
CHECKED	DGS	CON	шігт,			-	1.		U.
APPROVED	DGS			ENGINEERS -					
PHONE (940)723 FAX (940)397-				05 OLD JACKS Achita Falls,					
SCALE:	1" =	=20'		JANUARY, 2018	3	SHEET	3	OF	9

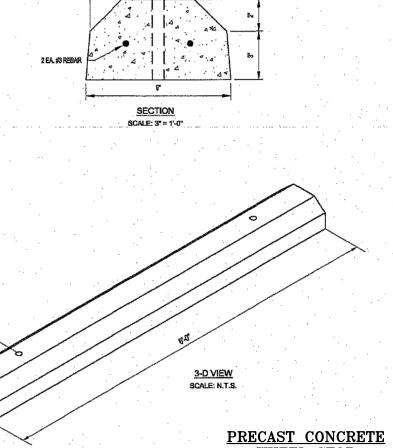


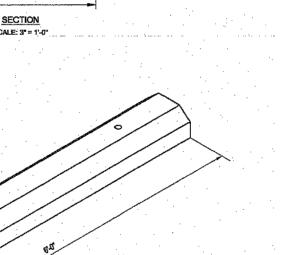
TY CENTRAL PLANT	(940) 397-4202
	(940) 766-7217
NSPORTATION	(940) 720-7709
	(940) 766-5460
CATOR SERVICE	(800) 344-8377
	(940) 696-7602

- 13. ALL CONCRETE STRENGTH SHALL BE A MINIMUM OF 4000 PSI AT 28 DAYS AND SHALL CONTAIN A MINIMUM OF 4% ENTRAINED AIR. THE CONTRACTOR SHALL TAKE CARE SO THAT THE MAXIMUM SLUMP DURING A POUR DOES NOT EXCEED 5-INCHES. ANY EXCESSIVELY WET CONCRETE LOADS WILL BE REJECTED. THE CONTRACTOR SHALL OBTAIN TWO SETS OF FOUR CYLINDERS FROM SEPARATE READY MIX TRUCKS FOR EACH MAJOR POUR. THESE CYLINDERS SHALL BE KEPT AT FIELD CONDITIONS AND SHALL BE BROKEN BY AN INDEPENDENT TESTING LAB AT 7, 14 AND 28 DAYS AT THE OWNER'S EXPENSE. THE RESULTS SHALL BE PROVIDED TO BOTH THE ENGINEER AND MWSU. TESTS MAY CEASE ON ANY SET OF CYLINDERS WHEN DESIGN STRENGTH HAS BEEN ACHIEVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ANY CONCRETE NOT MEETING THE REQUIRED MINIMUM DESIGNED STRENGTH AT NO EXPENSE TO THE OWNER.
- 14. CONCRETE SHALL BE PROTECTED FROM FREEZING FOR A MINIMUM OF 36 HOURS FOLLOWING ITS INITIAL SET AND SHALL NOT BE PLACED UNLESS THE TEMPERATURE IS AT LEAST 40 DEGREES FAHRENHEIT. ANY TRAFFIC SHALL BE KEPT OFF OF THE PAVEMENT FOR A MINIMUM OF 7 DAYS OR UNTIL APPROVED FOR TRAFFIC BY MWSU.
- 15. CONCRETE TRUCKS SHALL NOT BE WASHED OUT ON MWSU PROPERTY.
- 16. REINFORCING SHALL BE GRADE 60 AND INSTALLED IN ACCORDANCE WITH ACI 330 LATEST EDITING AND SHALL BE FREE OF EXCESSIVE RUST, SCALE AND MUD. REINFORCING MATS SHALL BE SUPPORTED ON PLASTIC CHAIRS. NOT ON RODS DRIVING INTO THE GROUND. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING CARE DURING CONCRETE PLACEMENT TO INSURE THAT ANY REINFORCING MAINTAINS ITS PROPER POSITION IN THE PAVEMENT. CONCRETE TRUCKS SHALL NOT BE DRIVEN ACROSS REINFORCING MATS.
- 17. PAVEMENT SURFACES SHALL HAVE A LIGHT BROOM FINISH.
- 18. CONTRACTION JOINTS IN THE SIDEWALK SHALL BE TOOLED IN AS INDICATED ON THE DETAILS. CONTRACTION JOINTS IN THE PARKING LOT PAVING SHALL BE SAW CUT TO A DEPTH OF 3/4" WITHIN 24-HOURS AFTER THE CONCRETE HAS OBTAINED ITS INITIAL SET AT 15' ON CENTER EACH WAY. AFTER THE CONCRETE HAS SET FOR A MINIMUM OF 14 DAYS, ALL JOINTS SHALL BE BLOWN CLEAN WITH COMPRESSED AIR AND SHALL BE SEALED WITH A 1/2 INCH BEAD OF SONOLASTIC SL1, OR OTHER APPROVED SEALANT, TO WITHIN 1/4 INCH OF THE FINISHED PAVEMENT SURFACE.
- 19. EXPANSION JOINTS SHALL BE INSTALLED PER DETAILS AGAINST ANY EXISTING CONCRETE AND SHALL BE PLACED AT A MINIMUM OF 90' AND MAXIMUM OF 120' INTERVALS IN THE PARKING AREAS. EXPANSION JOINT MATERIAL SHALL BE SCORED OR SHALL HAVE A REMOVABLE PLASTIC CAP SO THAT THE UPPER 1/2 INCH CAN BE REMOVED TO ALLOW A SEALANT POCKET. EXPANSION JOINTS SHALL BE SEALED IN THE SAME MANNER AS MENTIONED ABOVE FOR CONTRACTION JOINTS. EXPANSION JOINTS SHALL BE LINED UP IN PARKING LOTS, CURB AND GUTTER AND SIDEWALK.
- 20. CONSTRUCTION JOINTS SHALL BE DOWELED TOGETHER PER THE DETAILS. THE DOWELS MAY BE ELIMINATED IF THE STEEL IS LAID CONTINUOUSLY ACROSS THE JOINT.
- 21. AFTER REMOVAL OF THE FORMS FOR CURBING, ALL VOIDS SHALL BE RUBBER FLOATED FULL WITH RICH CEMENT GROUT CONTAINING BONDING
- 22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THOROUGHLY PICKING UP AND RAKING THE SITE AND ALL DEBRIS REMOVED.
- 23. THE CONTRACTOR SHALL HAVE THE SOLE RESPONSIBILITY FOR SAFETY ON THIS PROJECT. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY AND PRUDENT BARRICADES, SIGNS, FENCING, WARNING LIGHTS, TRENCH SAFETY MEASURES AND DEVICES, WORK METHODS AND ALL OTHER SAFETY MEASURES NECESSARY TO PROTECT THE MWSU STUDENTS, FACULTY, STAFF, GENERAL PUBLIC AND CONTRACTOR EMPLOYEES. TRAFFIC SAFETY MEASURES SHALL BE USED WITHIN THE STREET RIGHT-OF-WAY TO PROTECT THE TRAVELING PUBLIC AND SHALL CONFORM TO THE REQUIREMENTS MEETING THE "MANUAL ON UNIFORM TRAFFIC CONTROL".

			TBPE F-2	79				
AI	PA ND IIDW	RKING MUSTA ESTER	G AND LOT 6 ANG WAL N STATI A FALLS	-N, L K EX E UNIV	OT 3 TENSIO VERSIT	N	AN.	
	ORI	.ETT	PROBS	Т & Т	ROYD	Р	Τ.Τ.	С
CHECKED DGS	U IVL	л <u>л</u> тт,	ENGINEERS			L •		0.
APPROVED DGS		46	505 OLD JA					
PHONE (940)723-1455 FAX (940)397-0549			ICHITA FALL					
SCALE: 1" =20'			JANUARY, 20	18	SHEET	4	OF	9

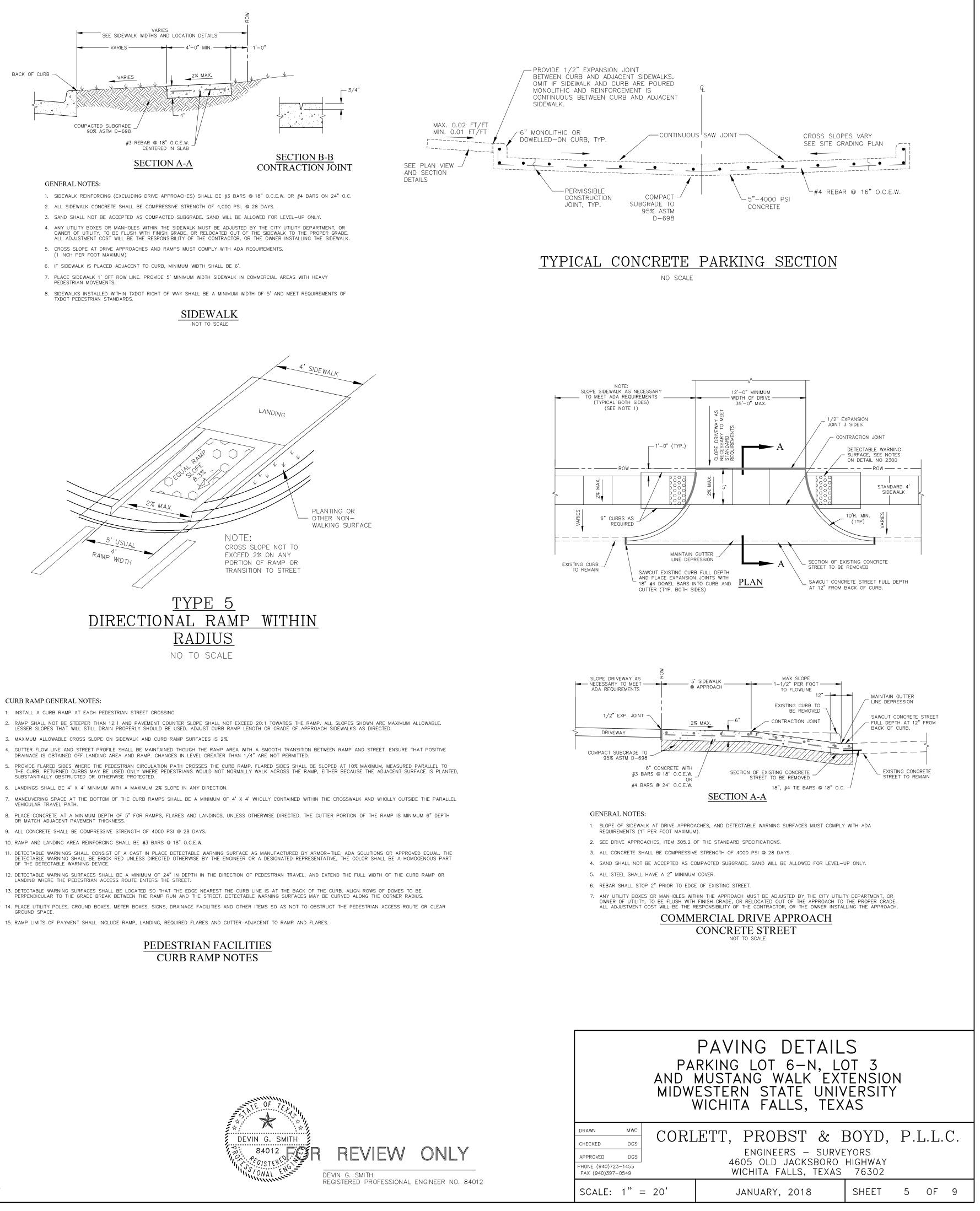






SEE SIDEWALK WIDTHS AND LOCATION DETAILS — VARIES — BACK OF CURB — VARIES 2% MAX. COMPACTED SUBGRADE 90% ASTM D-698 #3 REBAR @ 18" O.C.E.W. CENTERED IN SLAB **SECTION B-B** SECTION A-A CONTRACTION JOINT GENERAL NOTES: 1. SIDEWALK REINFORCING (EXCLUDING DRIVE APPROACHES) SHALL BE #3 BARS @ 18" O.C.E.W. OR #4 BARS ON 24" O.C.





VEHICULAR TRAVEL PATH

GROUND SPACE.

OR MATCH ADJACENT PAVEMENT THICKNESS.

9. ALL CONCRETE SHALL BE COMPRESSIVE STRENGTH OF 4000 PSI @ 28 DAYS.

10. RAMP AND LANDING AREA REINFORCING SHALL BE #3 BARS @ 18" O.C.E.W.

(1 INCH PER FOOT MAXIMUM)

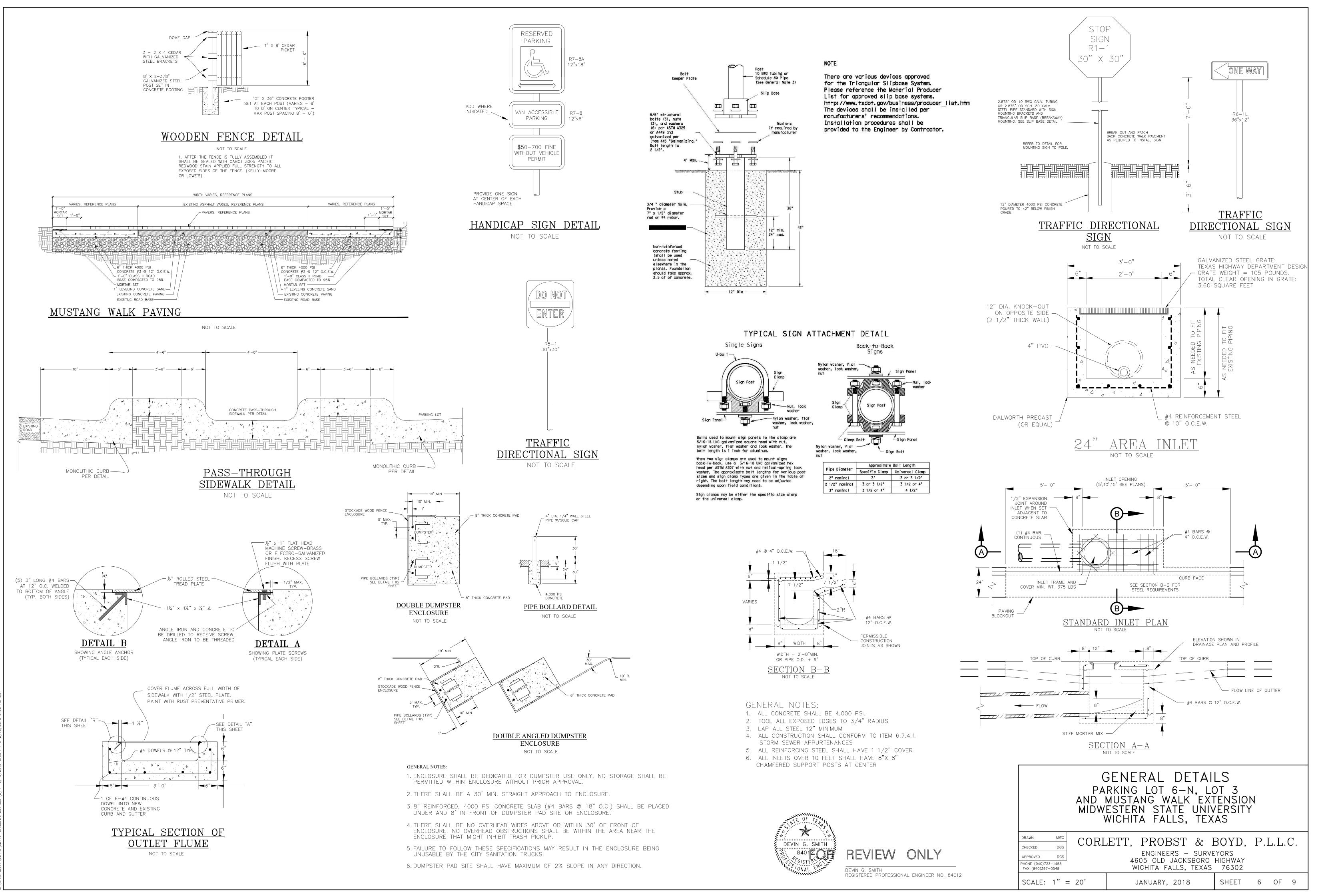
PEDESTRIAN MOVEMENTS

- 1. INSTALL A CURB RAMP AT EACH PEDESTRIAN STREET CROSSING 2. RAMP SHALL NOT BE STEEPER THAN 12:1 AND PAVEMENT COUNTER SLOPE SHALL NOT EXCEED 20:1 TOWARDS THE RAMP. ALL SLOPES SHOWN ARE MAXIMUM ALLOWABLE. LESSER SLOPES THAT WILL STILL DRAIN PROPERLY SHOULD BE USED. ADJUST CURB RAMP LENGTH OR GRADE OF APPROACH SIDEWALKS AS DIRECTED. 3. MAXIMUM ALLOWABLE CROSS SLOPE ON SIDEWALK AND CURB RAMP SURFACES IS 2%.

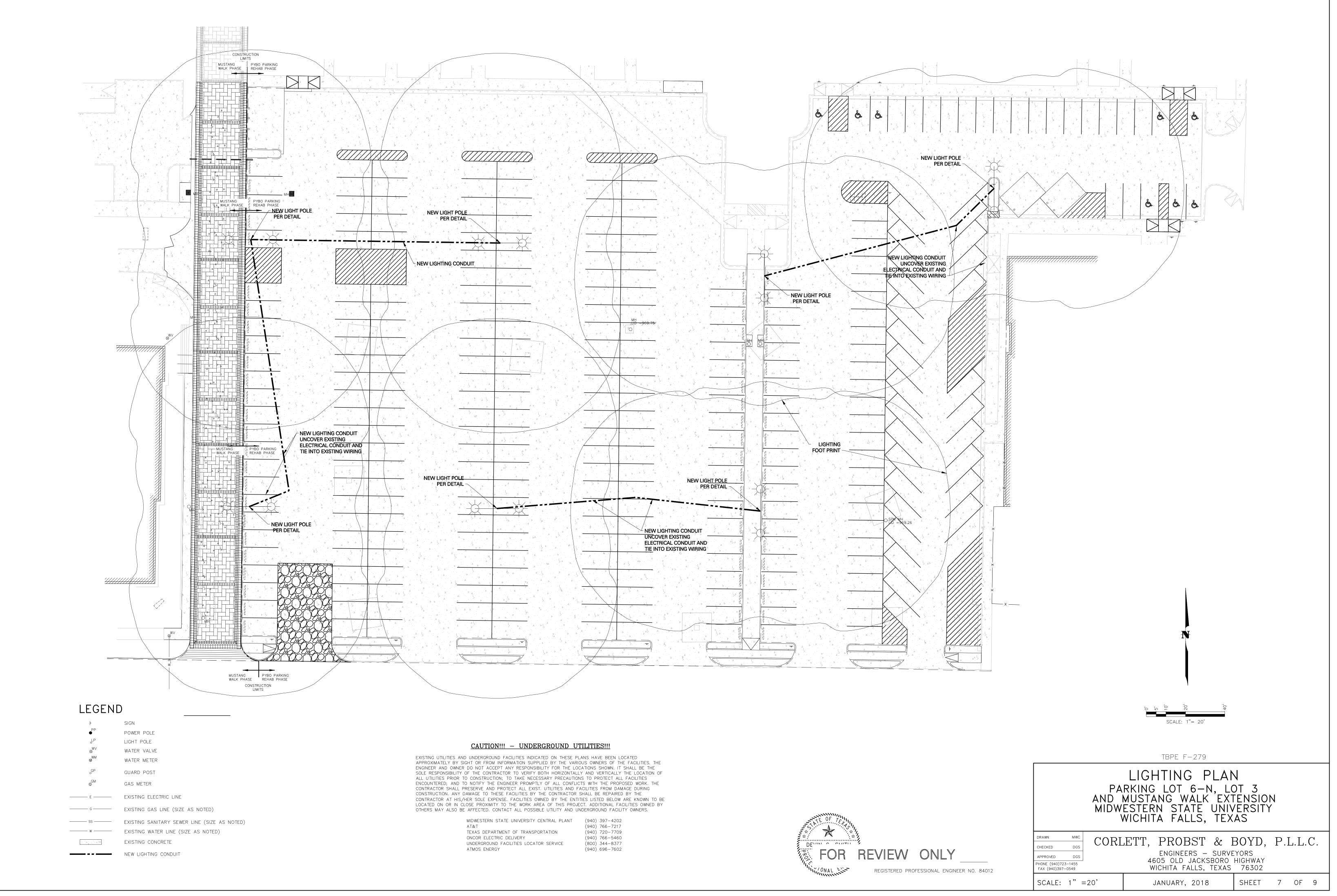
*-----

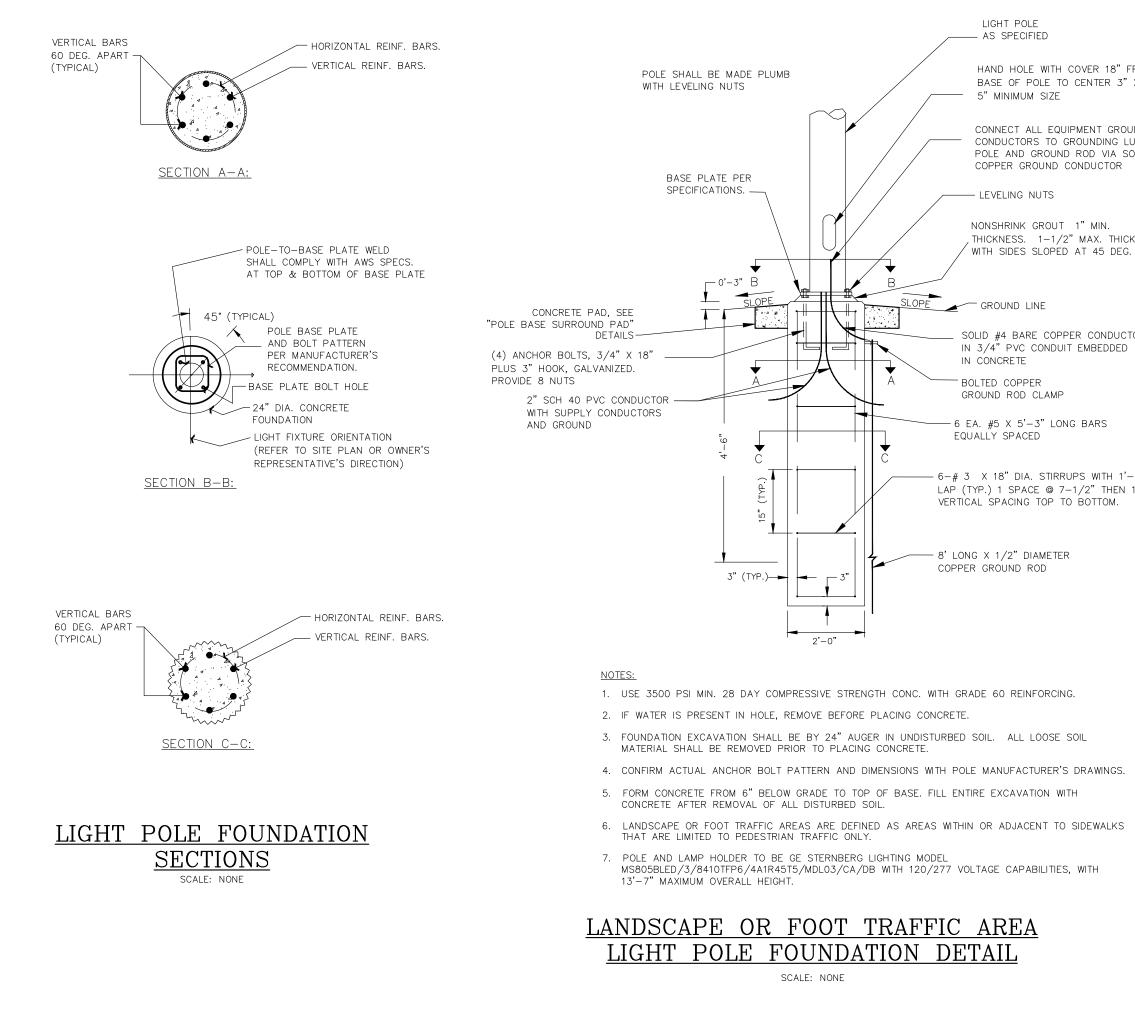
RAMP WIDTH

- CURB RAMP GENERAL NOTES:



2017\32410\32410-CIVIL.DWG DETAILS (2) P-2/15/2018 5:03 PM S-2/15/2018 5:02 PM





TYPICAL LIGHTING NOTES

1. THE NEW LIGHT POLES SHALL BE MOUNTED TO THE CONCRETE FOUNDATIONS WITH GALVANIZED ANCHOR BOLTS. THE ANCHOR BOLTS SHALL BE DOUBLE-NUTTED TO PLUMB THE POLE. ONCE THE POLE HAS BEEN PLUMBED AND BOLTS TIGHTENED, THE SPACE BENEATH THE BASE PLATE SHALL BE PACKED WITH NON-SHRINK, HIGH STRENGTH GROUT. POLE ARMS SHALL BE ORIENTED AS INDICATED ON THE PLAN.

2. BURIED 2" SCH. 40 PVC CONDUIT RUNS AND WIRING ARE REQUIRED TO MAKE THE CONNECTIONS. CONDUIT SHALL BE BURIED A MINIMUM OF 24" BELOW FINISH GRADE. USE LONG SWEEP ELBOWS TO BRING CONDUIT UP INTO LIGHT FOUNDATIONS. ALL WORK SHALL BE DONE BY A LICENSED ELECTRICIAN IN ACCORDANCE WITH THE NATIONAL ELECTRIC CODE, LATEST EDITION.

3. ALL ELECTRICAL WORK SHALL BE COORDINATED THROUGH AND INSPECTED BY THE MWSU ELECTRICAL SUPERINTENDENT, DOUGLAS ALLISON (940) 397-4706.

HAND HOLE WITH COVER 18" FROM BASE OF POLE TO CENTER 3" X 5" MINIMUM SIZE

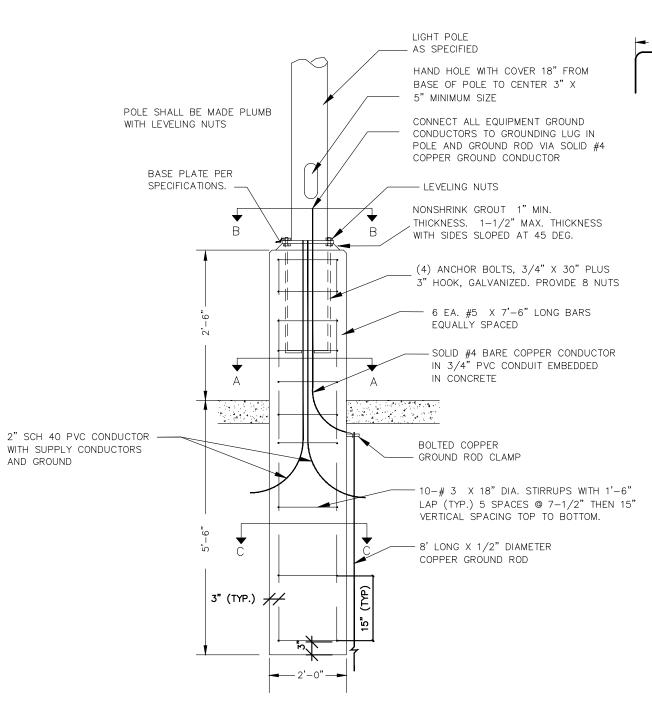
CONNECT ALL EQUIPMENT GROUND CONDUCTORS TO GROUNDING LUG IN POLE AND GROUND ROD VIA SOLID #4 COPPER GROUND CONDUCTOR

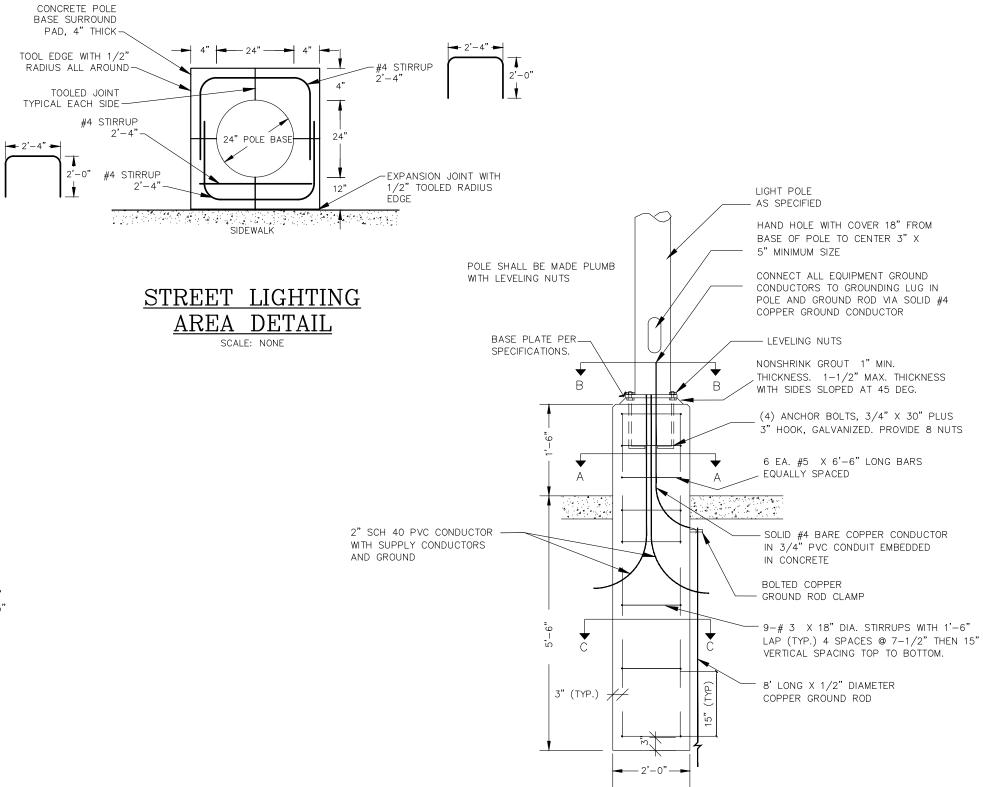
— LEVELING NUTS

THICKNESS. 1-1/2" MAX. THICKNESS WITH SIDES SLOPED AT 45 DEG.

SOLID #4 BARE COPPER CONDUCTOR IN 3/4" PVC CONDUIT EMBEDDED

- 6-# 3 X 18" DIA. STIRRUPS WITH 1'-6" LAP (TYP.) 1 SPACE @ 7-1/2" THEN 15"





- <u>NOTES:</u> 1. USE 3500 PSI MIN. 28 DAY COMPRESSIVE STRENGTH CONC. WITH GRADE 60 REINFORCING.
- 2. IF WATER IS PRESENT IN HOLE, REMOVE BEFORE PLACING CONCRETE.
- 3. FOUNDATION EXCAVATION SHALL BE BY 24" AUGER IN UNDISTURBED SOIL. ALL LOOSE SOIL
- MATERIAL SHALL BE REMOVED PRIOR TO PLACING CONCRETE. 4. CONFIRM ACTUAL ANCHOR BOLT PATTERN AND DIMENSIONS WITH POLE MANUFACTURER'S DRAWINGS.
- 5. FORM CONCRETE FROM 6" BELOW GRADE TO TOP OF BASE. FILL ENTIRE EXCAVATION WITH
- CONCRETE AFTER REMOVAL OF ALL DISTURBED SOIL. 6. VEHICULAR TRAFFIC AREA IS DEFINED AS ALL AREAS WITHIN PAVEMENT OR LOCATIONS WHERE THE
- CENTER OF THE POLE IS 5 FEET OR LESS FROM THE BACK OF CURB. 7. POLE AND LAMP HOLDER TO BE GE/KW INDUSTRIES ERS10F1X40DGRAY/RTSU25-6.1-11-BRZ18S-BC

WITH MULTI-VOLTAGE CAPABILITIES.

VEHICULAR TRAFFIC AREA LIGHT POLE FOUNDATION <u>DETAIL</u>

SCALE: NONE

<u>CAUTION!!! – UNDERGROUND UTILITIES!!!</u>

IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY BOTH HORIZONTALLY AND VERTICALLY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION; TO TAKE NECESSARY PRECAUTIONS TO PROTECT ALL FACILITIES ENCOUNTERED; AND TO NOTIFY THE ENGINEER/OWNER PROMPTLY OF ALL CONFLICTS WITH THE PROPOSED WORK. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL EXIST. UTILITIES AND FACILITIES FROM DAMAGE DURING CONSTRUCTION. ANY DAMAGE TO THESE FACILITIES BY THE CONTRACTOR SHALL BE REPAIRED BY THE CONTRACTOR AT HIS/HER SOLE EXPENSE. FACILITIES OWNED BY THE ENTITIES LISTED BELOW ARE KNOWN TO BE LOCATED ON OR IN CLOSE PROXIMITY TO THE WORK AREA OF THIS PROJECT. ADDITIONAL FACILITIES OWNED BY OTHERS MAY ALSO BE AFFECTED. CONTACT ALL POSSIBLE UTILITY AND UNDERGROUND FACILITY OWNERS.

> MIDWESTERN STATE UNIVERSITY CENTRAL PLANT (9 AT&T TEXAS DEPARTMENT OF TRANSPORTATION ONCOR ELECTRIC DELIVERY UNDERGROUND FACILITIES LOCATOR SERVICE ATMOS ENERGY

(940)	397-4202
(940)	766-7217
(940)	720-7709
(940)	766-5460
(800)	344-8377
(940)	696-7602



NOTES:

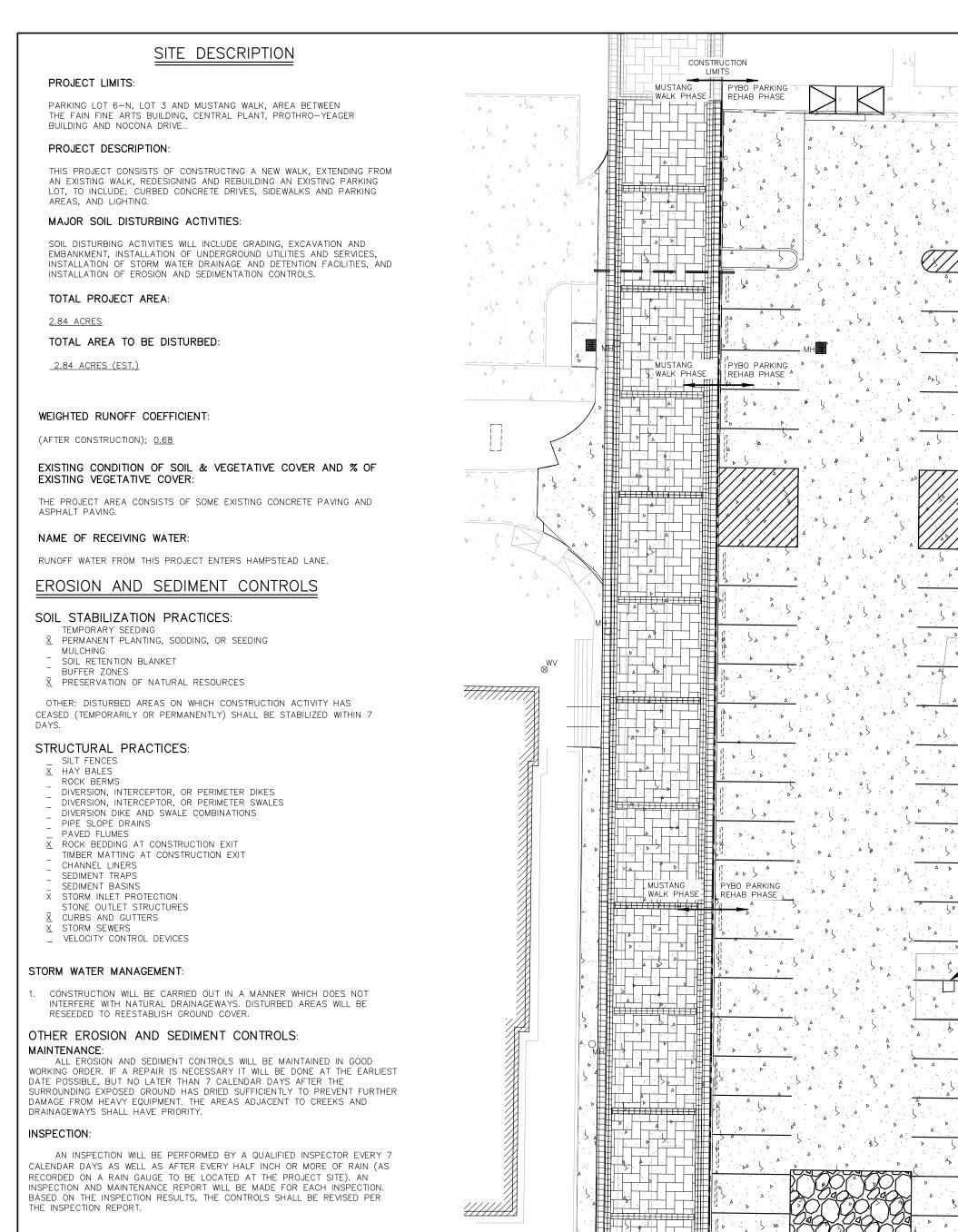
1. USE 3500 PSI MIN. 28 DAY COMPRESSIVE STRENGTH CONC. WITH GRADE 60 REINFORCING.

- 2. IF WATER IS PRESENT IN HOLE, REMOVE BEFORE PLACING CONCRETE.
- 3. FOUNDATION EXCAVATION SHALL BE BY 24" AUGER IN UNDISTURBED SOIL. ALL LOOSE SOIL MATERIAL SHALL BE REMOVED PRIOR TO PLACING CONCRETE.
- 4. CONFIRM ACTUAL ANCHOR BOLT PATTERN AND DIMENSIONS WITH POLE MANUFACTURER'S DRAWINGS.
- FORM CONCRETE FROM 6" BELOW GRADE TO TOP OF BASE. FILL ENTIRE EXCAVATION WITH CONCRETE AFTER REMOVAL OF ALL DISTURBED SOIL.
- 6. STREET LIGHTING AREAS ARE DEFINED AS AREAS OUTSIDE PAVEMENT WHERE THE CENTERLINE OF THE POLE IS GREATER THAN 5 FEET FROM THE BACK OF CURB.
- POLE AND LAMP HOLDER TO BE GE/KW INDUSTRIES ERS10F1X40DGRAY/RTSU25-6.1-11-BRZ18S-BC WITH MULTI-VOLTAGE CAPABILITIES.

STREET LIGHTING AREA LIGHT POLE FOUNDATION <u>DETAIL</u>

TBPE	F-279

LI	G	AND MIDW	RKING MUSTA ESTER	LOT NG W	6–N ALK TE	N, LO EXT UNIV	DT 3 ENSIOI (ERSITY	N	AIL.	
AWN	MWC	CORI	F. TTT	PROF	NST.	& F	BOYD,	ΡI	[. T .	С
IECKED	DGS	OOIVL	л <u>л</u> тт,				•	T •1		0.
PROVED	DGS ENGINEERS – SURVEYORS									
ONE (940)723—1 AX (940)397—05		4605 OLD JACKSBORO HIGHWAY WICHITA FALLS, TEXAS 76302								
CALE: 1	" =	=20'		JANUARY,	2018		SHEET	8	OF	9



WASTE MATERIALS:

ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE COLLECTED AND STORED IN AN APPROVED CLOSED CONTAINER UNTIL SUCH TIME THAT IT CAN BE DISPOSED OF IN A MANNER ACCEPTABLE TO THE ENGINEER.

NO CONSTRUCTION WASTE MATERIAL WILL BE BURIED ON SITE.

HAZARDOUS WASTE (INCLUDING SPILL REPORTING):

AT A MINIMUM, ANY PRODUCTS IN THE FOLLOWING CATEGORIES ARE CONSIDERED TO BE HAZARDOUS: ASPHALT PRODUCTS, CHEMICAL ADDITIVES FOR SOIL STABILIZATION OR CONCRETE CURING COMPOUNDS OR ADDITIVES. IN THE EVENT OF A SPILL WHICH MAY BE HAZARDOUS, THE PROPER AUTHORITIES SHALL BE CONTACTED IMMEDIATELY.

SANITARY WASTE:

ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS AS NECESSARY OR AS REQUIRED BY LOCAL REGULATION BY A LICENSED SANITARY WASTE MANAGEMENT CONTRACTOR.

SOIL STABILIZATION PRACTICES:

- \underline{X} HAUL ROADS DAMPENED FOR DUST CONTROL \underline{X} LOADED HAUL TRUCKS TO BE COVERED WITH TARPAULIN \underline{X} EXCESS DIRT ON ROAD REMOVED DAILY
- \overline{X} STABILIZED CONSTRUCTION ENTRANCE

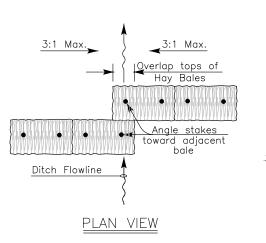
OTHER: DISTURBED AREAS SHALL BE DAMPENED FOR DUST CONTROL WHEN DIRECTED BY THE ENGINEER. EXCESS MUD, DIRT OR ROCK TRACKED ON TO EXISTING STREETS BY THE CONTRACTOR'S OPERATIONS SHALL BE REMOVED DAILY TO THE SATISFACTION OF THE ENGINEER. REMARKS:

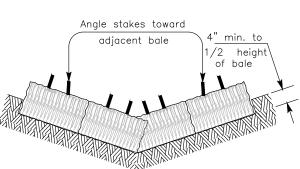
DISPOSAL AREAS, STOCKPILES, AND HAUL ROADS LOCATED WITHIN THE SITE SHALL BE CONSTRUCTED IN A MANNER THAT WILL MINIMIZE AND CONTROL THE AMOUNT OF SEDIMENT THAT MAY ENTER RECEIVING WATER. DISPOSAL AREAS SHALL NOT BE LOCATED IN ANY WETLAND, WATER BODY, OR STREAMBED. CONSTRUCTION STAGING AREAS AND VEHICLE MAINTENANCE AREAS LOCATED ON SITE SHALL BE CONSTRUCTED BY THE CONTRACTOR IN A MANNER TO MINIMIZE THE RUNOFF OF POLLUTANTS.

ALL WATERWAYS SHALL BE CLEARED AS SOON AS PRACTICABLE OF TEMPORARY EMBANKMENT, TEMPORARY BRIDGES, MATTING, FALSEWORK, PILING, DEBRIS OR OTHER OBSTRUCTIONS PLACED DURING CONSTRUCTION OPERATIONS THAT ARE NOT A PART OF THE FINISHED WORK.

LEGEND

SIGN þ MANHOLE HANDICAPPED PARKING SYMBOL 6 EXISTING CONCRETE PROPOSED CONCRETE ► Þ ► HAY BALE PROTECTION INLET PROTECTION SEDIMENT CONTROL FENCE







MUSTANG PYBO PARKING WALK PHASE REHAB PHASE

CONSTRUCTION

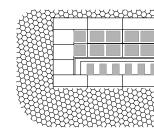
LIMITS

NOT TO SCALE HAY BALE NOTES

1. Hay bales shall be a minimum of 30" in length and weigh a minimum of 50 Lbs.

- 2. Hay bales shall be bound by either wire or nylon or polypropylene string. The bales shall be composed entirely of vegetative matter.
- 3. Hay bales shall be embedded in the soil a minimum of 4" and where possible $\frac{1}{2}$ the height of the bale.
- 4. Hay bales shall be placed in a row with ends tightly abutting the adjacent bales. The bales shall be placed with bindings parallel to the ground. 5. Hay bales shall be securely anchored in place with $\frac{3}{3}$ "

Dia. rebar or 2" x 2" wood stakes, driven through the bales. The first stake shall be angled towards the previously laid bale to force the bales together. 6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.



L ⊳:́

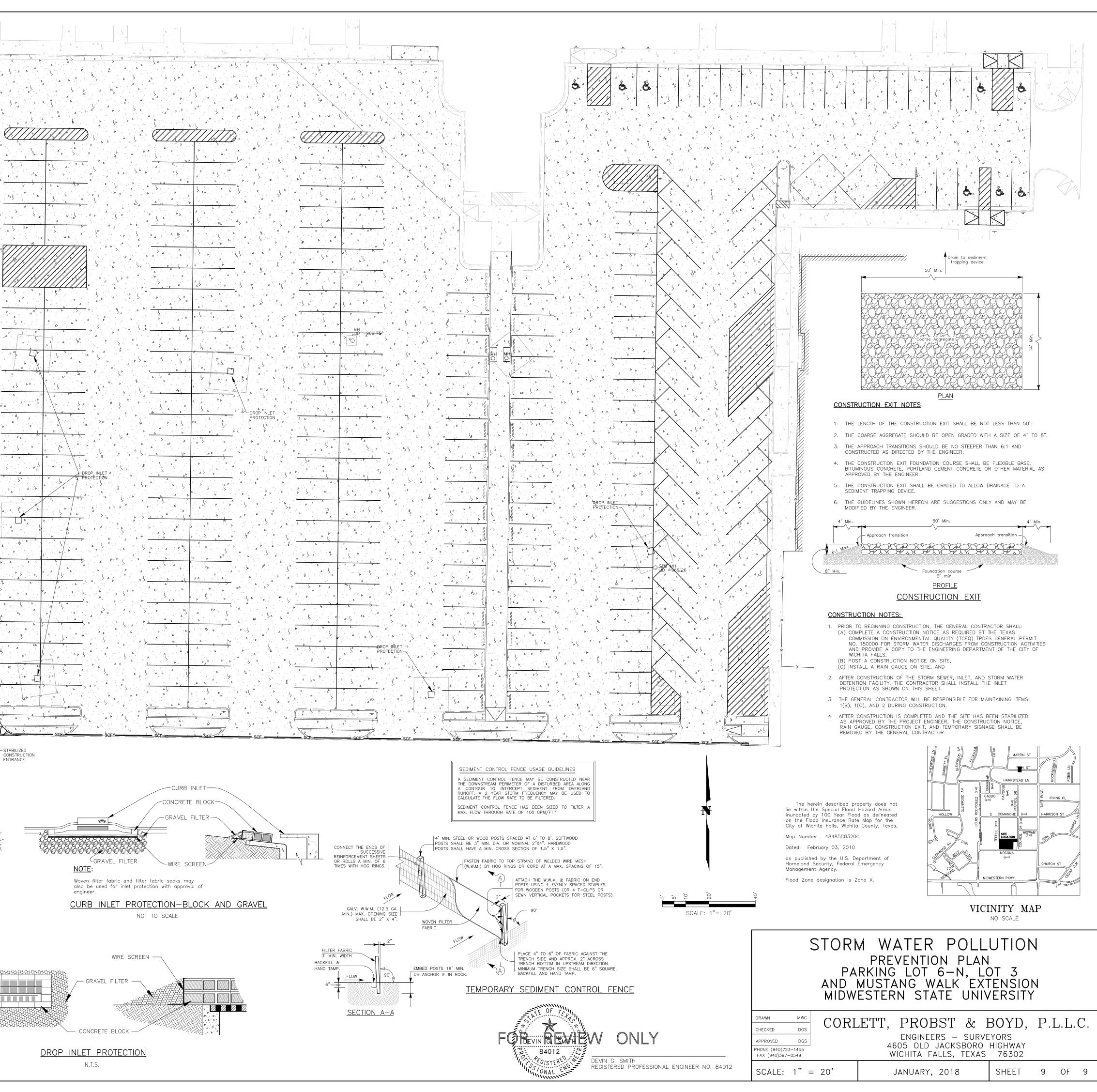
Þ

. L °.

. 4.

ÞΔ

- STABILIZED



BID SHEET RFP #735-18-8199 PARKING LOTS REPLACEMENT

Base Price Lots #3 and #6N:
Alternate Mustangs Walk:
Grand Total:
Company:
Address:
Printed Name:
Signature:
Email:
Telephone:

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The University prefers customers of similar size and scope of work to this proposal. *THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.*

REFERENCE ONE					
Government/CompanyName:					
Address:					
ContactPersonandTitle:					
Phone:	Fax:				
Contract Period:	ScopeofWork:				
F	REFERENCE TWO				
Government/CompanyName:					
Address:					
ContactPersonandTitle:					
Phone:	Fax:				
Contract Period:	ScopeofWork:				
REFERENCE THREE					
Government/CompanyName:					
Address:					
ContactPersonandTitle:					
Phone:	Fax:				
Contract Period:	ScopeofWork:				

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF TEXAS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared

who, after having first been duly sworn, upon oath did depose and say; That the foregoing proposal submitted by

_ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone number_____

Email_____

Signature	
Name:	

SWORN TO AND SUBSCRIBED BEFORE ME THIS ______day of

20_____.

Notary Public in and for the State of Texas.

AGREEMENT BETWEEN MIDWESTERN STATE UNIVERSITY AND

CONTRACT NO.

This Agreement made the day of in the year 20 , by and between , hereinafter called the Contractor, and the Board of Regents of Midwestern State University, hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

<u>ARTICLE 1.</u> <u>SCOPE OF WORK</u>: The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the specifications for the project entitled . These drawings and specifications prepared for Midwestern State University by ________, acting as and in these Contract Documents entitled the Project Architect. The Contractor shall do everything required by this Agreement, the General and Supplemental Conditions of the Contract, the Special Conditions, the Addenda, the Specifications, the Drawings, the Historically Underutilized Business (HUB) Subcontracting Plan, and the Proposal attached as **Exhibit 1** (including any unit prices stated therein).

The Specifications and Drawings are enumerated as follows:

SPECIFICATIONS: See attached as Exhibit 2.

DRAWINGS: See attached as **Exhibit 2**.

ADDENDA: See attached as **Exhibit 2**.

ALTERNATES: The following Alternate Proposals, fully described in the Specifications, are included as a part of this Contract:

ARTICLE 2. TIME OF COMPLETION: The Owner shall provide a Notice to Proceed in which a date for commencement of the work shall be stated; such commencement date shall be 10 or more days after the date of the notice. The Contractor shall achieve substantial completion of the work within () calendar days after such commencement date, as such completion date may be extended by approved Change Orders. The time set forth for completion of the work is an essential element of the Contract.

<u>ARTICLE 3.</u> <u>THE CONTRACT SUM</u>: The Owner shall pay the Contractor for performance of the Contract, subject to additions and deductions provided therein, the sum of (\$), and make payment on account as hereinafter provided. <u>ARTICLE 4.</u> <u>HUB SUBCONTRACTING PLAN</u>: The Owner has adopted Exhibit H, Policy on Utilization of Historically Underutilized Business ("Policy"), which is incorporated herein by reference. Contractor, as a provision of the Agreement must comply with the requirements of the Policy and adhere to the HUB Subcontracting Plan submitted with Contractor's Proposal and attached as **Exhibit 3**. No changes to the HUB Subcontracting Plan can be made by the Contractor without the prior written approval of the Owner in accordance with the Policy.

<u>ARTICLE 5.</u> <u>LIQUIDATED DAMAGES</u>: For each consecutive calendar day after the substantial completion period set forth in Article 2 above that any work, including the correction of deficiencies found during the final testing and inspection, is not completed, the amount of (\$) will be deducted from the money due or becomes due the Contractor, not as a penalty but as liquidated damages representing the parties' estimate at the time of contract execution of the damages which the Owner will sustain for late completion.

ARTICLE 6. CERTIFICATION OF NO ASBESTOS CONTAINING MATERIALS OR WORK:

The Contractor shall provide a certification statement, included with each materials submittal, stating that no asbestos containing materials or work is included within the scope of the proposed submittal.

The Contractor shall insure that Texas Department of Health licensed individuals, consultants or companies are used for any required asbestos work including asbestos inspection, asbestos abatement plans/specifications, asbestos abatement, asbestos project management and third-party asbestos monitoring.

The Contractor shall provide at Substantial Completion, a notarized affidavit to the Owner and the Architect stating that no asbestos containing materials or work was provided, installed, furnished or added to the Project.

The Contractor shall take whatever measures he deems necessary to insure that all employees, suppliers, fabricators, materialmen, subcontractors, or their assigns, comply with this requirement.

All materials used on this_Project shall be certified as non Asbestos Containing Building Materials (ACBM). The Contractor shall insure compliance with the following acts from all of his subcontractors and assigns:

Asbestos Hazard Emergency Response Act (AHERA-40 CFR 763-99 (7));

National Emission Standards for Hazardous Air Pollutants (NESHAP-EPA 40 CFR 61, National Emission Standard for Asbestos;

Texas Asbestos Health Protection Rules (TAHRP—Tex. Admin. Code Title 25, Part 1, Ch. 295C, Asbestos Health Protection

Every subcontractor shall provide a notarized statement that no ACBM has been used, provided, or left on this Project.

The Contractor shall provide, in hard copy and electronic form, all necessary material safety data sheets (MSDS) of all products used in the construction of the Project to the Texas Department of Health licensed inspector or Project Architect or Engineer who will compile the information from the MSDS and, finding no asbestos in any of the product, make a certification statement.

At Final Completion the Contractor shall provide a notarized certification statement per TAC Title 25 Part 1, Ch. 295.34, par. c.1 that no ACBM was used during construction of the Project.

ARTICLE 7. ACCEPTANCE OF BID OR AWARD OF CONTRACT: By signing this Agreement, the undersigned certifies as follows:

Assignment. This Agreement is a personal service contract for the services of Construction, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

Records of expenses pertaining to Additional Services and services performed on the basis of a Worker Wage Rate or Monthly Salary Rate shall be kept on the basis of generally accepted accounting principles and in accordance with cost accounting standards promulgated by the Federal Office of Management and Budget Cost Accounting Standards Board and shall be available for audit by the Owner or the Owner's authorized representative on reasonable notice.

Family Code Child Support Certification. Pursuant to Section 231.006, Texas Family Code, Service Provider certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.

Eligibility Certification. Pursuant to Section 2155.004, Texas Government Code, Service Provider certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

Franchise Tax Certification. A corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company is an out-of-state corporation or limited liability company is applicable.

Payment of Debt or Delinquency to the State. Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

Entire Agreement; Modifications. This Agreement supersedes all prior agreements, written or oral, between Contractor and Owner and shall constitute the entire Agreement and understanding between the parties with respect to the Project. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Contractor and Owner.

Captions. The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. The county where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

Waivers. No delay or omission by either party in exercising any right or power arising from non compliance or failure of performance by the other party with any of the provisions of this Agreement shall impair or constitute a waiver of any such right or power. A waiver by either party of any covenant or condition of this Agreement shall not be construed as a waiver of any subsequent breach of that or of any other covenant or condition of the Agreement.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

Appointment. Owner hereby expressly reserves the right from time to time to designate by notice to Contractor a representative(s) to act partially or wholly for Owner in connection with the performance of Owner's obligations. Contractor shall act only upon instructions from the designated representative(s) unless otherwise specifically notified to the contrary.

Records. Records of Contractor's costs, reimbursable expenses pertaining to the Project and payments shall be available to Owner or its authorized representative during business hours and shall be retained for four (4) years after final Payment or abandonment of the Project, unless Owner otherwise instructs Contractor in writing.

Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative.

Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

Illegal Dumping. The Contractor shall ensure that it and all of its Subcontractors and assigns prevent illegal dumping of litter in accordance with Title 5, Texas Health and Safety Code, Chapter 365.

Ethics Matters/No Financial Interest. Contractor and its employees, agents, representatives and subcontractors have read and understand University's Conflicts of Interest Policy, University's Standards of Conduct Guide and applicable state ethics laws and rules. Neither Contractor nor its employees, agents, representatives or subcontractors will assist or cause University employees to violate University's Conflicts of Interest Policy, provisions described by University's Standards of Conduct Guide, or applicable state ethics laws or rules. Contractor represents and warrants that no member of the Board has a direct or indirect financial interest in the transaction that is the subject of this Agreement.

By signature hereon, Contractor certifies that no member of the Board of Regents of Midwestern State University, or Executive Officers, including component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of this contract. BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement as of the day and year first above written.

By:	Signature	By:	Signature
	Print name		Print name
Date:		Date:	

MIDWESTERN STATE UNIVERSITY