

AIA[®] Document A101[™] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Third day of April in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Fannin County
101 E. Sam Rayburn Drive, Bonham, TX 75418
Telephone Number: 903.583.0054

and the Contractor:
(Name, legal status, address and other information)

Phoenix I Restoration and Construction, Ltd
14032 Distribution Way
Farmers Branch, TX 75234
Telephone Number: 214.902.0111
Fax Number: 214.904.9635

for the following Project:
(Name, location and detailed description)

Fannin CCH Restoration
101 E. Sam Rayburn Drive, Bonham, TX 75418
Demolition

The Architect:
(Name, legal status, address and other information)

Architexas
1907 Marilla, 2nd Floor, Dallas, TX 75201
Telephone Number: 214.748.4561

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101[™]-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201[™]-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(389ADA28)

TABLE OF ARTICLES

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- 8 MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS**

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Initial

(Check one of the following boxes and complete the necessary information.)

Not later than 82 (Eighty Two) calendar days from the date of commencement of the Work.

By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Forty Nine Thousand Two Hundred Twenty Dollars and Zero Cents. (\$ 649,220.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 (Thirty) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™ 2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5%

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§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

5%

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
2. a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Pursuant to Local Government Code 271.005 (4c) interest rate may not exceed the net effective interest rate at which the public securities were issued in accordance with the Government Code Chapter 1204. The current interest rate on the bonds that are financing this project is 3.14%.

(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Int.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.) The dispute resolution process provided for in the Local Government Code 262.007 shall be used by Fannin County and Contractor to resolve any disputes arising under the contract.

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining the fee, if any payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Creta L. Carter II
Fannin County Judge
101 E. Sam Rayburn Drive
Bonham, Texas 75418
903.583.7455
clcarter@fanninco.net

(Paragraph Deleted)

§ 8.3 The Contractor's representative:
(Paragraph Deleted)
(Name, address, email address, and other information)

Init.

Dale C. Sellers
14032 Distribution Way
Farmers Branch, Texas 75234
dsellers@phoenix1.org

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201 2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below.

(If other than in accordance with AIA Document E203 2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

This contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this contract is fixed in any court of competent jurisdiction of Tarrant County, Texas.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™ 2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
	Drawings Prepared by Architexas	Dated January 23, 2018

.6 Specifications

Section	Title	Date	Pages
	Specifications Prepared by Architexas	Dated January 23, 2018	1 - 207

.7 Addenda, if any:

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User Notes:

{389ADA29}

Number	Date	Pages
1	March 1, 2018	1 - 81

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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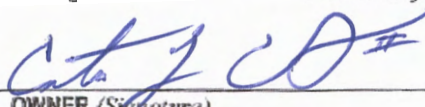
9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)


Exhibit A-Original Proposal and Exhibit B-Best and Final Offer.

(Paragraph Deleted)

This Agreement entered into as of the day and year first written above.



 OWNER (Signature)
 Creta L. Carter II Fannin County Judge
 (Printed name and title)



 CONTRACTOR (Signature)
 Dale C. Sellers, President / CEO of GP
 (Printed name and title)



Additions and Deletions Report for AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:38:01 on 03/28/2018.

PAGE 1

AGREEMENT made as of the Third day of ~~in the year April~~ in the year Two Thousand Eighteen

...

Fannin County
101 E. Sam Rayburn Drive, Bonham, TX 75418
Telephone Number: 903.583.0054

...

Phoenix I Restoration and Construction, Ltd
14032 Distribution Way
Farmers Branch, TX 75234
Telephone Number: 214.902.0111
Fax Number: 214.904.9635

...

Fannin CCH Restoration
101 E. Sam Rayburn Drive, Bonham, TX 75418
Demolition

...

Architexas
1907 Marilla, 2nd Floor, Dallas, TX 75201
Telephone Number: 214.748.4561

PAGE 2

[] A date set forth in a notice to proceed issued by the Owner.

PAGE 3

[] Not later than 82 (Eighty Two) calendar days from the date of commencement of the Work.

...

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User Notes:

(353ADA28)

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Forty Nine Thousand Two Hundred Twenty Dollars and Zero Cents. (\$ 649,220.00), subject to additions and deductions as provided in the Contract Documents.

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 20th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 30 (Thirty) days after the Architect receives the Application for Payment.

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PAGE 5

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..

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. Pursuant to Local Government Code 271.005 (4c) interest rate may not exceed the net effective interest rate at which the public securities were issued in accordance with the Government Code Chapter 1204. The current interest rate on the bonds that are financing this project is 3.14%.

PAGE 6

(Check the appropriate box.) The dispute resolution process provided for in the Local Government Code 263.007 shall be used by Fannin County and Contractor to resolve any dispute(s) arising under the contract.

..

Arbitration pursuant to Section 15.4 of AIA Document A201 - 2017

..

Creta L. Carter II
Fannin County Judge
101 E. Sam Rayburn Drive
Bonham, Texas 75418
903.583.7455
clcarter@fanninco.net

..

§ 8.3 The Contractor's representative:

..

§ 8.3 The Contractor's representative:

..

(Name, address, email address, and other information)

...
(Name, address, email address, and other information)

PAGE 7

Dale C. Sellers
14032 Distribution Way
Farmers Branch, Texas 75234
dsellers@phoenix1.org

...
This contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this contract is fixed in any court of competent jurisdiction of Tarrant County, Texas.

...
Drawings Prepared by Dated January 23, 2018
Architexas

...
Specifications Prepared Dated January 1 - 2018
by Architexas 23, 2018

PAGE 8

1 March 1, 2018 1 - 81

...
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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Exhibit A-Original Proposal and Exhibit B-Best and Final Offer.

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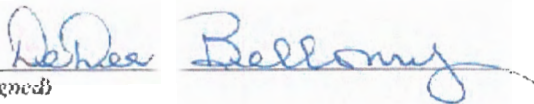
Creta L. Carter II Fannin County Judge

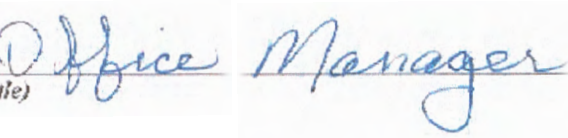
Dale C. Sellers, President / CEO of GP

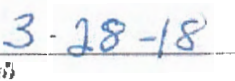
Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:38:01 on 03/28/2018 under Order No. 8337168609 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Date)

**9.a. Cover Sheet, Prices: (Attachment A)
Form 1295 and House Bill 89 Verification**

2	9.b. Scope of Services and Delivery Schedule
3	9.c. Qualifications, Experience and Offerors Disclosure
4	9.d. References: (Attachment B)
5	9.e. Proposed Subcontractors: Masonry Qualifications (Attachment C)
6	9.f. Proposal Guarantee: (Attachment D) and Bid Bond
7	9.g. Residence Certification/Tax Form: (Attachment E)
8	9.h. Proof of Insurance: (Attachment F and G)
9	HUB Plan

Additional Qualifications



ATTACHMENT A



TEXAS HISTORICAL COMMISSION
real places telling real stories

FANNIN COUNTY

RFP #2018-01

COVER SHEET

COMPANY NAME: Phoenix I Restoration and Construction, Ld

ADDRESS: 14032 Distribution Way, Farmers Branch, TX 75234

EMAIL ADDRESS: dsellers@phoenix1.org

TELEPHONE: 214.902.0111

REPRESENTATIVE NAME (PRINT): Dale C. Sellers

Please agree to the following below:

I, Dale C. Sellers, an authorized representative of the firm indicated above, have reviewed and understand the Fannin County's RFP for Construction Services to perform the Work specified in the Contract Documents.

Signature

3-8-2018
Date

TOTAL AMOUNT OF PROPOSAL (BASE BID): \$ 658,400.00

UNIT PRICING (MASONRY CLEANING):

ADDITIONAL PRESSURE WASH WITH CLEAN WATER \$ 1.05 SF

CHEMICAL CLEANER APPLICATION AS REQUIRED \$ 1.60 SF

HAND REMOVAL OF MASTIC \$ 9.90 SF

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Phoenix I Restoration and Construction, Ltd
 Farmers Branch, TX, TX United States

Certificate Number:
 2018-318275

Date Filed:
 02/23/2018

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fannin County

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

RFP #2018-01
 General Construction

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Sellers, Dale	Farmers Branch, TX United States	X	

5 Check only if there is NO Interested Party.

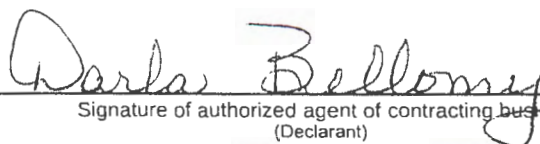
6 UNSWORN DECLARATION

My name is Darla Bellomy, and my date of birth is 9-21-49

My address is 14032 Distribution Way, Farmers Branch, TX, 75234, Dallas
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of TX, on the 23 day of February, 2018
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

House Bill 89 VERIFICATION

I, Dale C. Sellers (Person name), the undersigned representative of (Company or Business name) Phoenix I Restoration and Construction, Ltd (hereafter referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::

- 1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with Walker County, Texas.

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

March 8, 2018

[Signature of Dale C. Sellers]
Dale C. Sellers

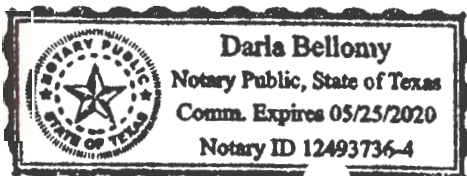
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

ON THIS THE 8th day of March, 2018, personally appeared Dale C. Sellers, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

[Signature of Darla Bellomy]
NOTARY SIGNATURE Darla Bellomy





CSP for the Selective Demolition of the Historic Fannin County Courthouse

9.b. **Scope of Services and Delivery Schedule:** Each offeror shall include a detailed scope of services which shows project approach and understanding of the process to undertake such complex project and complete on time and in compliance with all applicable rules, regulations, standards and requirements.

Phoenix I Restoration and Construction, Ltd.

14032 Distribution Way Farmers Branch, Texas 75234 ● 214-902-0111 ● 214-904-9635 (Fax)



**Fannin County Courthouse
Selective Demolition
Scope of Services**

Scopes of Work:

1. Site Setup
 - Monument/Existing Material Protection
 - Tree Protection
 - Erosion Control

2. Exterior Demolition
 - Stone Façade Removal
 - Window/Spandrel Panel Removal
 - Shelf Angle/Anchor Removal
 - Temporary Enclosures at Window Openings
 - Utility Line Removal
 - Tree/Shrub Removal
 - Misc. Exterior Demo
 - Landscape Restoration
 - Provide Access for Architect Survey

3. Interior Demolition
 - Removal of Salvage Items
 - Demo of Furniture/Millwork
 - MEP Make Safe
 - Steel Lintel Installation
 - Cut Masonry Openings
 - Ceiling/Flooring Demo
 - Wall/Framing Demo
 - Concrete Slab/Topping Slab Demo
 - MEP Demo
 - Stair/Elevator Demo

Fannin County Courthouse
Selective Demolition



Submittal Outline:**Purpose:**

The design and intent of this submittal format is to ensure the simplicity, accuracy and ease of use to all the concerned parties.

Subcontractor's Responsibilities:

Each subcontractor is responsible to submit each of the submittals listed on the submittal-tracking sheet for his/her scope of work. Blank Submittal Cover sheets (sample attached) will be provided for each sub to use. Place one Submittal Cover Sheet over the submittal. Be sure the submittal number on your cover sheet corresponds with the submittal-tracking sheet. Binders are not required for any submittal, except at closeout when O&M manuals are due.

If an item must be resubmitted it will be identified by a Submittal #R#. (Example: Submittal #1 would become 1R1).

Process:

The entire specification book has been reviewed and all submittals required have been entered onto an excel spreadsheet in Section order.

The color chart is as follows:

Color	Future Submittal Referenced
Yellow	Product Data, Test Reports, etc.
Green	Close-Out Documents
Orange	Mock-Ups
Blue	Shop Drawings
Pink	Samples

The submittal-tracking sheet is updated every time an action is taken. This enables all parties to know exactly what the status of a submittal is:

For example: The GC has not forwarded submittals to the architect yet.

The GC sent submittals to Architect and they have not been returned yet.

Submittal was rejected, returned to sub, but not resubmitted yet.

There are 13 columns on the submittal tracking spreadsheet:

- Column 1: Submittal Number: The submittal number is the number assigned by PIRC that corresponds with the binder and tab number of the submittal. Each submittal has a **Submittal Cover Sheet**, which identifies the Date, Submittal Number, Division, Section and Subsection Number and an Item Description. Also, on each Submittal Cover Sheet is the GC submittal review certification and a section for the Architect's submittal review, where the Architect can mark his review with action required, sign and date.
- Column 2: Section Number: Section Number of Submittal.
Example 03300
- Column 3: Item Number: Specific Item Number, per specifications, corresponding with submittal.
Example: 03300 \ 1.4.A.
- Column 4: Section Description: Name of Submittal Section.
Example: Cast in Place Concrete
- Column 5: Item Description: Identifies if the submittal is product data, shop drawings, etc.
Example: Product Data – Mix Design
- Column 6: Responsible Party: Identifies subcontractor responsible for submittal. Example: Phoenix I Restoration and Construction, Ltd.
- Column 7: Submittal Due Date: Date is recorded the date the submittal is received from the subcontractor.
- Column 8: Date GC received from Sub: Date is recorded the day the submittal reaches the general contractor's office.
- Column 9: Date GC Sent to Architect: Date is recorded the day the general contractor mailed or delivered to Architect.
- Column 10: Date Returned to GC from Architect: Date is recorded the day the submittal reached the GC's office being returned by Architect, fully reviewed.
- Column 11: Date GC sent to Sub: Date is recorded the day reviewed submittals from the Architect are returned to the subcontractor.
- Column 12: Days Outstanding: Number of days between when the submittal was sent to the Architect and when the Architect returns the submittal.
- Column 13: Comments: Any action, direction, comments, etc. from the architect is recorded in this column.

**Construction Services Fannin County Courthouse
Phase I Selective Demolition
101E Sam Rayburn Drive
Bonham Texas 75418**



<i>Owner</i>	<i>Architect</i>	<i>MEP Engineer</i>	<i>Civil & Structural Engineer</i>	<i>Contractor</i>
Fannin County Courthouse	ArchiTexas	MEPCE	Jaster- Quintanilla & Associates	Phoenix I Restoration and Construction
Contact:	Contact:	Contact:	Contact:	Senior Project Manager: Dale Sellers
101 E Sam Rayburn Drive	1907 Marilla 2nd Floor	2928 Story Road West	100 Glass Street	14032 Distribution Way
Bonham Texas 75418	Dallas Texas 75201	Las Colinas Texas 75038	Dallas Texas 75207	Farmers Branch, Texas 75234
				Phone: 214.902.0111 Fax: 214.904.9635

Submittal Number	Section	Item Number	Section Description	Item Description	Responsible Party	Submittal Due Date	Date GC Rec'd Fr. Sub	Date GC Sent to Architect	Date Returned to GC	Date Returned to Sub	Days Out Standing	Comments
01 3233-01	01 3233	1.2.A.4	Construction Photographs	20 views of interior and exterior at each specific time								
01 3233-02	01 3233	1.3.A	Construction Photographs	Index to Record Photographs								
01 5800-01	01 5800	1.3.A.1	Project Identification	Shop Drawings: Project Signage								
05 5800-02	01 5800	1.3.A.2	Project Identification	Samples of Paint Colors								
01 7123-01	01 7123	1.3.A	Field Engineering	Verify Accuracy of Field Engineering work upon Architect Request								
01 7123-02	07 7123	1.3.B	Field Engineering	Certification that Elevations and locations of improvements are in conformance								
01 7329-01	07 7329	1.2.A	Cutting and Patching	Written Request in advance of cutting or alteration								
01 7700-01	01 7700	1.2.A	Closeout Procedures	Substantial Completion: Written certification								
01 7700-02	01 7700	1.2.B	Closeout Procedures	Final Inspection								
01 7700-03	01 7700	1.2.C	Closeout Procedures	Final Pay Application								
01 7700-04	01 7700	1.2.D:1	Closeout Submittals	Evidence of Compliance								
01 7700-05	01 7700	1.2.D.2	Closeout Submittals	Certificate of Occupancy								

Legend:
 Yellow - Product Data, Qualifications, Etc.
 Pink - Samples
 Blue - Shop Drawings
 Orange - Mock-Up
 Green - Closeouts

Submittal Number	Section	Item Number	Section Description	Item Description	Responsible Party	Submittal Due Date	Date GC Rec'd Fr. Sub	Date GC Sent to Architect	Date Returned to GC	Date Returned to Sub	Days Out Standing	Comments
01 7700-06	01 7700	1.2.D.3	Closeout Submittals	Project Record Documents								
01 7700-07	01 7700	1.2.D.6	Closeout Submittals	Warranties								
01 7700-08	01 7700	1.2.D.9	Closeout Submittals	Evidence of Payment of Subcontractors								
01 7700-09	01 7700	1.2.D.10	Closeout Submittals	Final Lien Waiver								
01 7700-10	01 7700	1.2.D.11	Closeout Submittals	Certificate of Insurance								
01 7700-11	01 7700	1.2.D.12	Closeout Submittals	Consent of Surety								
<hr/>												
04 0344-01	04 0344	2.1.A.4	Masonry Cleaning	Prosoco								
04 0344-02	04 0344	2.2.A.2	Masonry Cleaning	Sure Klean Fast Acting Stripper								
<hr/>												
06 1000-01	06 1000	2.1.A.3	Rough Carpentry	Lumber: Grade 2 Southern Yellow Pine S4S								
06 1000-02	06 1000	2.1.B.1	Rough Carpentry	Sheet Products: APA Plywood								
06 1000-03	06 1000	2.2.A	Rough Carpentry	Fasteners								
<hr/>												
31 2200-01	31 2200	2.1.A	Earthwork	Select Fill								
<hr/>												
31 2500-01	31 2500	2.1	Erosion Control	Silt Fencing Fabric								
31 2500-02	31 2500	2.2	Erosion Control	Posts								
31 2500-03	31 2500	2.3	Erosion Control	Wire Fence								
31 2500-04	31 2500	2.4	Erosion Control	Grass Seed								
31 2500-05	31 2500	2.5	Erosion Control	Fertilizer								

Legend:
Yellow - Product Data, Qualifications, Etc.
Pink - Samples
Blue - Shop Drawings
Orange - Mock-Up
Green - Closeouts



CSP for the Selective Demolition of the Historic Fannin County Courthouse

9.c. State the qualifications and experience of the firm. Include a list of several comparable projects the firm has completed in the past five (5) years. Specific details are included in the projects' information.

PLEASE SEE THE FOLLOWING PAGES

Phoenix I Restoration and Construction, Ltd.

14032 Distribution Way Farmers Branch, Texas 75234 ● 214-902-0111 ● 214-904-9635 (Fax)



March 7, 2018

Gentlemen:

Phoenix I Restoration and Construction, Ltd. has been in business over 50 years and its' current ownership since 1999. Phoenix I is a specialty consulting, construction manager, General Contractor and trades contractor. Our specialty is historic building restoration. We have participated in the restoration of over 30 historic Texas Courthouses as well as over 100 other historically significant projects.

Phoenix I Restoration and Construction, Ltd. is recognized as an industry leader and expert in technical trade consulting, cost estimating and peer reviews. We provide these specific services to the State Attorney General's Office, the Texas Historical Commission, as well as architects, engineers, cities and attorneys across the State of Texas.

Phoenix I Restoration and Construction, Ltd. and its' projects have received numerous awards for restoration projects. Phoenix I Restoration and Construction, Ltd. has been recognized by the Dallas Chapter of the American Institute of Architects as the "Contractor of the Year" for 2013 and received the Craftsmanship Award in 2014, awarded by Preservation Dallas.

Our ability to professionally manage the project, including planning, scheduling, coordination, and administration, as well as prompt payments, are well recognized in the industry. These savings can often be greater than the management fees involved with the project. It is also the reason we are the low bidder and the best value provider on many projects.

We consider it a fundamental imperative that we explore and fully understand the various ways, means and materials to be utilized on each project to ensure constructability, the quality of the construction, operational functionality and long term durability. Our Worker's Compensation Experience Modifier of .81 is proof of our commitment to safety and to the protection of our employees, subcontractors and to the public.

Phoenix I Restoration and Construction, Ltd. and its' team will, without reservation, dedicate their full resources and efforts to maintaining quality, for this project's success, to the benefit of the entire team value and saving taxpayer dollars.

We believe this project can be completed to meet the proposed schedule, Fannin County's and Architexas' intent, the Texas Historical Commission's guidelines and the Secretary of the Interior's Standards for Rehabilitation.

Respectfully submitted,

Dale C. Sellers, B.S.M.E., M.B.A.
President, C.E.O. of General Partner

Phoenix I Restoration and Construction, Ltd.

14032 Distribution Way, Farmers Branch, TX 75234 ● 214-902-0111 ● 214-904-9635 (Fax)



Phoenix I Restoration and Construction, Ltd.

Comparable Projects

Project: Navarro County Courthouse Restoration and Renovation – Request for Proposal
300 W. 3rd Avenue
Corsicana, TX 75110

Owner: Navarro County
Judge HM Davenport
300 W. 3rd Avenue
Corsicana, TX
903.654.3025

Architect: 1113 Architects Inc.
Tom Nichols
1506 Elm Street
Georgetown, TX 78626
512.869.1104
512.869.1362 Fax

Restoration started: July 2014
Project completion: July 2016
Original Cost: \$8,915,500.00
Change Orders: 22
Final cost: \$10,115,783.00

Complete historical exterior building envelope restoration including selective demolition, repointing of all exterior masonry joints including Terra-Cotta, granite, limestone and brick. The repair and / or replacement and re-glazing of cracking, spalling Terra-Cotta units, plaster restoration, hardware restoration, concrete repair/replacement, carpentry and millwork.

Project Manager: Dale C. Sellers – Resume included in proposal documents
Superintendent: David McClung
Subcontractors: Madden Electric, Restorhaus, Michael Van Enter, Source/Johnny Langer, Kevin Davis Wall Artisans, Stanton Glass, Ever Greene Architectural Arts, BAD Company, Neuco Drywall and Framing, Dee Brown, Heather and Little, Lochridge Priest, Hull Historical and Cisco Steel.

Phoenix I Restoration and Construction, Ltd.

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Phoenix I Restoration and Construction, Ltd.

Comparable Projects

Project: Renovation of the Old Municipal Building - CSP
106 S. Harwood
Dallas, Texas 75201

Owner: City of Dallas – Public Works Department
Carl Janak
320 East Jefferson
Dallas, Texas 75203
214.948.5362

Architect: The Conley Group
Ken Parr
5800 E. Campus Circle, Suite 250
Irving, Texas 75063
214.444.9020

Started: January 14, 2015
Completion: November 18, 2016
Original Cost: \$11,166,285.20
Change Orders: 5
Final Cost: \$13,690,013.16

Masonry restoration, exterior cleaning of terra cotta and granite, repair cracked, spalled and damaged limestone, terra cotta and brick masonry. Structural concrete repair, renovate copper gutter and install new copper drains. Installation of new wood decking, remove aluminum windows, renovate window openings and install new wood windows. Restore exterior doors, frames and hardware. Exterior concrete demo, exterior concrete paver demo, exterior curb/gutter/ and asphalt demo. Installation of new stone facing and door assemblies.

Project Manager: Dale C. Sellers – Resume included in proposal documents
Superintendent: John Bellomy
Subcontractors: Van Enter Studios, Dee Brown, BAD Company, Source/Johnny Langer, Axis Concrete, Jean's Waterproofing, Restorhaus, Texas Roof Management, Eubanks Roofing, Intaglio Composites.

Phoenix I Restoration and Construction, Ltd.

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Phoenix I Restoration and Construction, Ltd.

Comparable Projects

Project: Fort Bend County Courthouse - Phase I and II Restoration - CMAR
301 Jackson Street
Richmond, TX 77469

Owner: Fort Bend County
301 Jackson Street
Richmond, TX 77469
James Knight
281.238.3097

Architect: (Bailey Architects) Merged with Shepley Bulfinch
Sandra Bauder
55 Waugh Dr., Suite 450
Houston, TX
713.524.2155

Restoration/ Renovation started: August 2012
Completed: February 2014
Original Cost: \$1,636,392.00
Change Orders: 6
Final Cost: \$5,173,323.78

Complete historical exterior and interior restoration including masonry restoration, selective demolition, copper roof repairs, slate roof repairs and replacement, flat roof repair and replacement, granite patching, below grade waterproofing, site concrete repair, plaster restoration, hardware restoration, window repair and replacement, asbestos abatement, 100% MEP System replacement, terrazzo flooring, wood flooring, carpet, lightning protection, fire protection systems and hydraulic elevator.

Project Manager: Dale C. Sellers – Resume included with proposal documents
Superintendent: Daniel Ledbetter – Resume included with proposal documents
Subcontractors: Brandt Electric, Mid-Continental Restoration, Restorhaus, Hull Historical, BAD Company, Cisco Steel.

Phoenix I Restoration and Construction, Ltd.

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Phoenix I Restoration and Construction, Ltd.

Comparable Projects

Project: Brazoria County Historical Museum
100 East Cedar
Angleton, TX 77515

Owner: Brazoria County
111 E. Locust St.
Angleton, TX

Architect: Hutson Gallagher
Chris Hutson
1206 Quail Park Dr.
Austin, TX 78758
512.960.0013

Started: April 2017
Completed: November 2017
Original Cost: \$467,659.00
Change Orders: 5
Final Cost: \$477,625.00

Selective demolition, masonry restoration, carpentry, concrete, electrical, elevator, HVAC, painting, plaster, plumbing, structural steel, historic window restoration and historic wood flooring restoration.

Project Manager: Dale C. Sellers – Resume included with proposal documents
Superintendent: Daniel Ledbetter – Resume included with proposal documents
Subcontractors: Restorhaus, Buchanan Electric, Thyssen Krupp Elevators

Phoenix I Restoration and Construction, Ltd.

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Phoenix I Restoration and Construction, Ltd.

Comparable Projects

Project: Santa Fe Building Limited Terra Cotta Restoration
900 South Polk St.
Amarillo, TX 79101

Owner: Potter County
900 South Polk St.
Amarillo, TX 79101
Mike Head
806.349.4820

Architect: Architexas
Susan Frocheur
2900 S. Congress Ave., Suite 200
Austin, TX 78704
512.444.4220

Started: June 2016
Completed: October 2016
Original Cost: \$380,700.00
Change Orders: 1
Final Cost: \$412,700.00

Masonry cleaning, repointing, replace sealants, coating removal and glazing, Terra Cotta patching and repair.

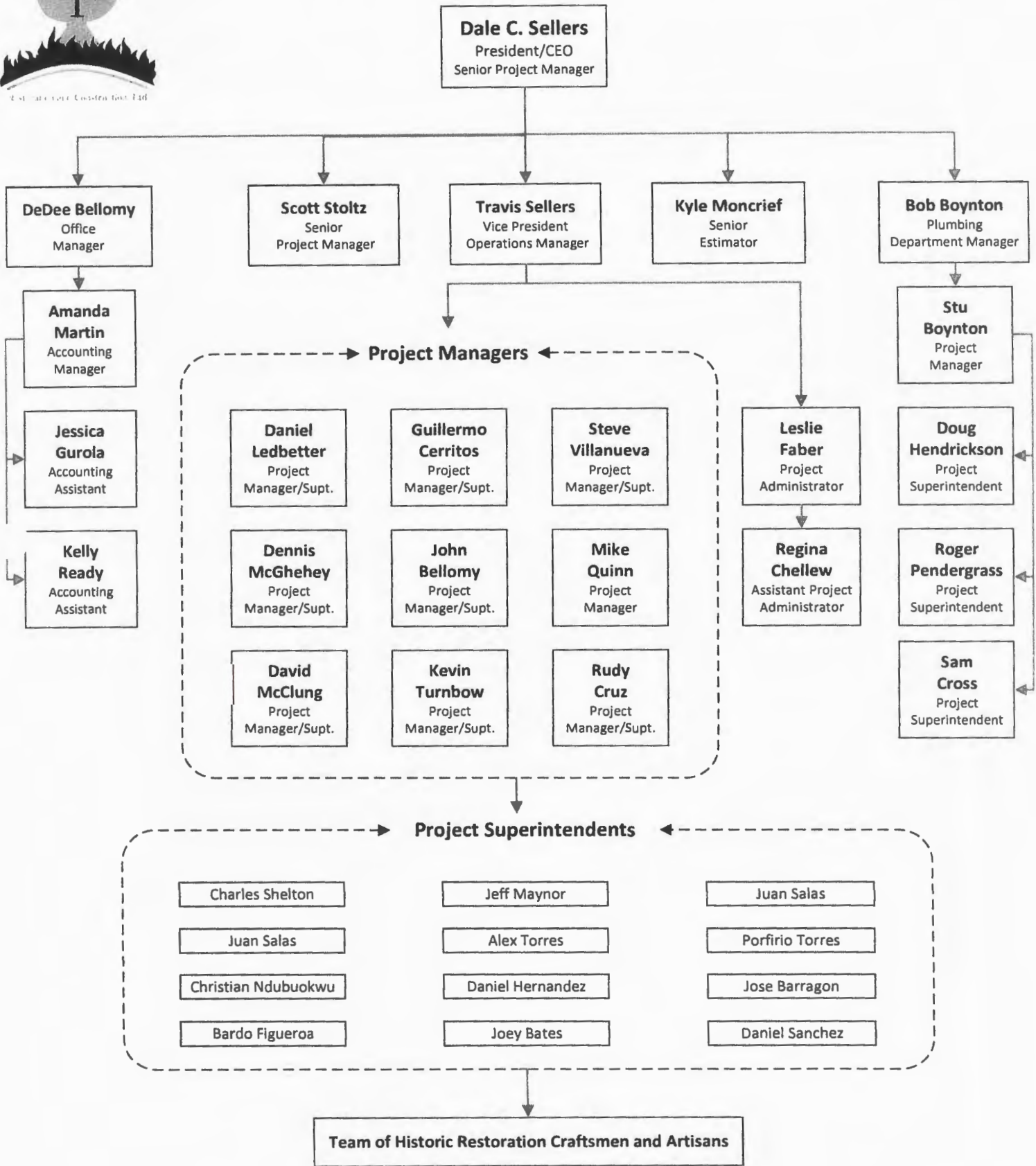
Project Manager: Dale C. Sellers – Resume included with proposal documents
Superintendent: Rudy Cruz
Subcontractors: David Moore Electric and Tecta America CS

Phoenix I Restoration and Construction, Ltd.

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Phoenix I Restoration & Construction, Ltd.





CSP for the Selective Demolition of the Historic Fannin County Courthouse

9.c. State the overall depth of staff, including experience relevant to the scope of work.

Proposed Project Manager Name: Dale C. Sellers
Proposed Superintendent Name: Daniel Ledbetter

Key Team Members likely to be directly involved with the work. Include Organizational Chart and descriptions of the key team members' roles and responsibilities in performing the proposed services.

Resumes included.

Key Team Members:

Dale C. Sellers, serving as Senior Project Manager, will lead this project from buy out to final completion. Over thirty years in the historic restoration field has provided the experience and leadership necessary to navigate the trials and complications posed by restoring historic buildings. Upon notification of intent to award, Mr. Sellers will direct the issuance of subcontracts, start a communications list, create a submittal log and develop a full project schedule identifying crucial milestones and recognizing long lead items. As the project progresses all Pre-Construction, Owner/Architect/Contractor and other progress meetings will be arranged and lead by Mr. Sellers. The management of RFI's, Change Order Proposals and Scheduling will be driven by the Senior Project Manager and updated copies of all project logs, RFI's, submittals and other living documents will be maintained and available for Owner and Architects use anytime via Phoenix I's FTP site. As the project nears completion, Mr. Sellers will direct the compilation of closeout submittals, including operations and maintenance manuals and warranty information, in a fashion where the owner can locate specific items quickly.

Phoenix I Restoration and Construction, Ltd.

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As Senior Project Manager, Mr. Sellers will be responsible for the following:

- Maintaining project schedule
- Controlling project budget
- Ensuring quality standards are defined and understood
- Collaborating with Architects and Engineers if unforeseen conditions arise
- Creating and fulfilling project submittal log
- Obtaining required permits and licenses
- Issuing subcontracts
- Submitting pay applications
- Compiling RFI's
- Managing change orders
- Ensuring project is completed according to the plans and specifications.

Daniel Ledbetter will control the daily operations onsite as the Project Superintendent. As a Project Superintendent who has completed XX Courthouse Restorations and numerous other historical projects, Mr. Ledbetter will be responsible for managing all day to day site activities and tasks, maintaining a safe environment for both the public and construction personnel, managing the onsite actions of subcontractors, ensuring the project stays on schedule and verifying and demanding all personnel onsite are delivering the highest quality product available.

Mr. Ledbetter, as Project Superintendent, will be responsible for the following:

- Managing daily project tasks and activities
- Ensuring site safety for both the public and construction crew
- Maintaining the short-term project schedule.
- Supervising and training workers and tradesmen
- Managing onsite subcontractors
- Resolving problems when they arise
- Supervising the use and maintenance of machinery and equipment
- Communicating project information to the Project Manager daily
- Compiling and maintaining all project daily reports and site logs

Phoenix I Restoration and Construction, Ltd.

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Dale C. Sellers, BSME, MBA
President / CEO
Senior Project Manager

With both Engineering and Business degrees from prominent universities, and 30 years of on-the-job experience, Dale Sellers offers the most rounded education and practical knowledge obtainable in the construction industry.

Professional Experience

1999 - Present

Phoenix I Restoration and Construction, Ltd., Dallas, Texas
President, Chief Executive Officer

Plans and directs all aspects of the company's operations, being personally involved in estimating, personnel management, and all construction projects. Coordinates, on a daily basis, the company's project managers, being directly involved in scheduling, and the issuing of purchase orders, contracts, change orders and billings.

Personally performs functions of:

- Senior Project Manager
- Chief Executive Officer
- Chief Financial Officer
- Chief Operations Officer
- Chief Estimator
- Construction Business Administrator

Of Note:

As an Engineering and Architectural Cost and Construction Consultant, utilizes extensive mechanical engineering, roofing and historical restoration experience to provide critical input to design team, from concept to completion.

1998 - 1999

Neogard Contract Division, a Div. of Jones-Blair Company, Dallas, Texas
General Manager

Served as General Manager and Senior Manager on multi-disciplined major contracting projects. Total management of construction division of Jones-Blair Company, a Dallas icon. Personally involved in estimating, employee management, technical development, strategic planning, marketing, and Profit and Loss accountability.

Of Note:

- Take-charge style of leadership injected renewed enthusiasm and significantly increased profits in a short period of time.
- Displayed dynamic ability to clearly define and execute stretch-goals of proposed business plan.

1996 - 1998 **Conley Design Group, Carrollton, Texas**
Strategic Account Manager / Restoration Consultant

Developed national customer base for architectural and engineering firm.
Served as technical consultant for major proposals and projects, with special emphasis in roofing and masonry restoration and historic restoration.

Of Note: Involved in Proposal Presentations for:

- Historic Restoration of Automobile and Centennial Buildings at Fair Park, Dallas, Texas
- Exterior Roofing and Historic Restoration Projects in Region 5 General Services Administration
- Roof Design and Inspections for Bell South
- Roofing Program for DFW Airport
- Roofing Program for Atlanta Airport
- Roofing Program for General Motors

1989 - 1996 **Mid-Continental Restoration, Haltom City, Texas**
Assistant Branch Manager/Chief Estimator

Senior project manager for one of the country's premier restoration firms. Built an experienced subcontractor and supplier base for historic and waterproofing restoration projects, establishing prescribed techniques to be used in all projects. Supervised 60+ restoration specialists. Responsible for estimating restoration work and served as a consultant for a number of prestigious firms.

Of Note:

- Served as chief estimator/consultant for The Williams Company, AIA, Austin, Texas, and Conley Design Group, Carrollton, Texas, on major restoration projects: Val Verde County Courthouse, Sabine County Courthouse, Shelby County Courthouse, and several historic federal buildings.

Education and Training

Executive Master of Business Administration Southern Methodist University, Dallas, Texas	Degree conferred 1997
Bachelor of Science in Mechanical Engineering University of Texas at Arlington	Degree conferred 1989
Strategic Account Management Seminar Southern Methodist University	1997
Lead Abatement Awareness Training	1997
Negotiating For Success Alex Karrass	1995
GB 98 General License State of New Mexico	1994



Daniel Ledbetter
Superintendent

Dependability makes Daniel a reliable and capable Superintendent for any project

Professional Experience

2001 – Present Phoenix I Restoration and Construction, Ltd., Dallas, Texas

Project Manager / Superintendent

Coordinates daily workflow in a seamless manner, paying particular attention to safety regulations. Often works ahead of schedule to allow for unforeseen challenges.

Personally performs functions of:

- On-site management
- Scheduling
- Personnel management

Of Note: Daniel has served as Superintendent on 7 historical Texas courthouse restorations

- Saigling House Restoration, Plano, Texas
- San Saba County Courthouse Restoration, San Saba, Texas
- 508 Park-Historic Building Restoration, Dallas, Texas
- Sharrock-Niblo Cabin Historical Restoration, Dallas, Texas
- Sam Rayburn House Historical Rehabilitation, Bonham, Texas
- Hardeman County Courthouse Phase I & Phase II, Quanah, Texas
- Children's Aquarium Historical Renovation, Fair Park, Dallas, Texas
- Wheeler County Courthouse Historical Restoration, Wheeler, Texas
- Donley County Courthouse Historical Restoration, Clarendon, Texas
- Gray County Courthouse Historical Restoration, Pampa, Texas
- Bosque County Courthouse Historical Restoration, Meridian, Texas
- Poultry Building Historical Renovation, Fair Park, Dallas, Texas
- Tower Building Historical Renovation and Restoration, Fair Park, Dallas, Texas
- Campbell Green & Ridgewood Park Improvements and Sprayground, Dallas
- Lake Highlands North Park Improvements and Sprayground, Dallas, Texas
- Leon County Courthouse Historical Restoration, Centerville, Texas
- Leon County Annex II Building-New Building, Centerville, Texas
- Gaines-Oliphint Cabin Historical Renovation and Restoration, Milam, Texas
- Shackelford County Library Historical Renovation and Restoration, Albany, Texas

Education and Training

BA, Business

University of Houston – Degree conferred 1997

Cathedral Stone

Authorized JAHN Installer - 2005



CSP for the Selective Demolition of the Historic Fannin County Courthouse

9.c. Offerors must disclose:

Any pending litigation? **NO**

Litigation within last five (5) years? **NO**

Litigation within last seven (7) years in conjunction with construction contracts? **NO**

No disciplinary action has been taken against the firm or any individual with the Offeror that will be assigned to this project, during the past three (3) years with any state, local or federal regulatory bodies or professional organizations. **This statement is correct.**

Phoenix I Restoration and Construction, Ltd.

14032 Distribution Way Farmers Branch, Texas 75234 ● 214-902-0111 ● 214-904-9635 (Fax)



ATTACHMENT B



TEXAS HISTORICAL COMMISSION
1500 JAMES STREET, AUSTIN, TEXAS 78702

FANNIN COUNTY

RFP #2018-01

REFERENCES

Provide a minimum of three (3) government entities or companies for which you have performed similar work of the same scope and size as defined in this RFP. If additional space is required, include attachment to this section of the RFP.

REFERENCE #1

ENTITY: San Saba County

PROJECT: San Saba County Courthouse Phase I Selective Demolition

DATE OF SERVICE: March 2016 - July 2016

PROJECT COST: \$119,000.00

POINT OF CONTACT: Architexas - Stan Graves

TELEPHONE: 512.444.4220 EMAIL: sgraves@architexas.com

BRIEF DESCRIPTION OF WORK PERFORMED: _____

Selective Interior and Exterior Demolition, Asbestos Abatement

ATTACHMENT B

REFERENCE #2

ENTITY: State Preservation Board
PROJECT: Texas State Capitol Exterior Preservation
DATE OF SERVICE: December 2015 - October 2016
PROJECT COST: \$5,864,995.00
POINT OF CONTACT: State Preservation Board - Kevin Koch
TELEPHONE: 512.463.4578 EMAIL: kevin.koch@tspb.state.tx.us
BRIEF DESCRIPTION OF WORK PERFORMED: Masonry Cleaning and Restoration of the Historic Texas State Capitol. Window Restoration of 788 Historic Wood Windows as well as Full Abatement of 190 Windows. Joint Repairs and Patching, Historic Fabrication of Damaged Wood Window Members.

REFERENCE #3

ENTITY: Jefferson County
PROJECT: Jefferson County Courthouse Phase I Restoration
DATE OF SERVICE: August 2010 - March 2012
PROJECT COST: \$6,676,672.00
POINT OF CONTACT: Shepley Bulfinch (previously Bailey Architects)- Sandra Bauder
TELEPHONE: 713.524.2155 EMAIL: sbauder@shepleybulfinch.com
BRIEF DESCRIPTION OF WORK PERFORMED: Complete Restoration of Historic Masonry and windows, Selective Demolition, Removed/Stripped/Repaired and Painted Historic Metal Windows, Terra Cotta Repairs, Granite Repairs, Stone and Brick Repair and Replacement and Tuck Pointing, Roof Repairs.

SECTION 01 4001

HISTORIC PRESERVATION
QUALIFICATION STATEMENT FORM

Originally constructed in 1888, the Fannin County Courthouse, located in Bonham, Texas is a Recorded Texas Historic Landmark. This project is authorized under the Historic Courthouse Preservation Program, Texas Government Code §§442.008, et seq. ("Program"), and the rules promulgated thereunder at 13 Texas Administrative Code §§12.1, et seq., and the Interlocal Cooperation Act, Government Code Chapter 791. All matters pertaining to the Project shall be conducted in conformance with the procedures described in the Texas Historic Courthouse Preservation Program Round IX Grant Manual, all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.

The Secretary of the Interior's Standards for the Treatment of Historic Properties apply to this project. The Texas Historic Commission considers this project a Restoration Treatment. The Scope of Work must comply with the Standards for Restoration.

For this project to demonstrate that it will preserve and restore the historic integrity of the Fannin County Courthouse the project delivery documents must show THC that no historic building materials, features, and spatial relationships that characterize the building during its period of significance will be unnecessarily removed, demolished or altered in this project. All character defining features of the building that will be removed during the project must be documented, stored and maintained for possible reinstallation in the future.

Due to the historic significance of the building, the contractor and selected subcontractors and their craftsmen will be subject to pre-qualification to assure that they have satisfactory previous experience and appropriate skills in the restoration of historic structures.

Pre-qualification is required for the following work sections:

Section 04 0342 – Masonry Restoration

Section 04 0344 – Masonry Cleaning

Prospective subcontractors or general contractors intending to submit bids for the work of these sections must submit:

Three completed Historic Preservation Qualification Forms listing three successfully completed projects demonstrating appropriate experience in the work of relevant specification sections. Three forms should be submitted for each specification section requiring prequalification.

HISTORIC PRESERVATION QUALIFICATION FORM

The form must be completed by all contractors or subcontractors who wish to be prequalified for work sections noted on previous page. The form must be entirely filled in and all requested information must be provided. **Complete one of these forms for each of three different projects. Use a separate page for each project listed.**

Specification Section: 04 0344 - Masonry Cleaning
04 0342 - Masonry Restoration
Company Name: Phoenix I Restoration and Construction, Ltd.

Listed project must have been completed within the last 5 years and be comparable in scale and type of work to be performed.

Name of Project: Old Main Roof Replacement and Masonry Restoration
Project Location: San Marcos, TX
Project Architect: (Name) Brown Reynolds Watford - Andrew Evertson
(Phone) 214.528.8704
Project Owner: (Name) Texas State University - Andrew Evertson was
(Phone) Contact - 214.528.8704
Date of Construction: January 2013 - January 2014
Value of Contract: \$2,844,477.00
Brief Work Description: Historical masonry restoration and cleaning of
22,000 sq. ft. building, repair gutters and downspouts,
wood window and door stabilization, painting.
Project Personnel: (Name) Dale C. Sellers
(Title) President/CEO of GP - Senior Project Manager
(Name) Juan Salas
(Title) Project Superintendent

END OF SECTION

HISTORIC PRESERVATION QUALIFICATION FORM

The form must be completed by all contractors or subcontractors who wish to be prequalified for work sections noted on previous page. The form must be entirely filled in and all requested information must be provided. **Complete one of these forms for each of three different projects. Use a separate page for each project listed.**

Specification Section: 04 0344 - Masonry Cleaning
04 0342 - Masonry Restoration
Company Name: Phoenix I Restoration and Construction, Ltd.

Listed project must have been completed within the last 5 years and be comparable in scale and type of work to be performed.

Name of Project: Texas State Capitol Exterior Restoration
Project Location: Austin, TX
Project Architect: (Name) State Preservation Board - Kevin Koch
(Phone) 512.463.4578
Project Owner: (Name) State Preservation Board
(Phone) 512.463.4578
Date of Construction: December 2015 - October 2016
Value of Contract: \$5,864,995.00
Brief Work Description: Historical masonry restoration and cleaning of 360,000
sq. ft. building, historic fabrication of wood windows,
window restoration of 788 historic wood windows.
Project Personnel: (Name) Dale C. Sellers
(Title) President/CEO of GP - Senior Project Manager
(Name) John Bellomy
(Title) Project Superintendent

END OF SECTION

HISTORIC PRESERVATION QUALIFICATION FORM

The form must be completed by all contractors or subcontractors who wish to be prequalified for work sections noted on previous page. The form must be entirely filled in and all requested information must be provided. Complete one of these forms for each of three different projects. Use a separate page for each project listed.

Specification Section: 04 0344 - Masonry Cleaning
04 0342 - Masonry Restoration

Company Name: Phoenix I Restoration and Construction, Ltd.

Listed project must have been completed within the last 5 years and be comparable in scale and type of work to be performed.

Name of Project: Brazoria County Historical Museum

Project Location: Angleton, TX

Project Architect: (Name) Hutson Gallagher - Chris Hutson
(Phone) 512.960.0013

Project Owner: (Name) Brazoria County
(Phone) Architect Chris Hutson was the point of contact

Date of Construction: Start Date: April 10, 2017

Value of Contract: \$477,625.00

Brief Work Description: Historical masonry restoration and cleaning, carpentry,
concrete, elevator, HVAC, painting, plaster,
plumbing and selective demolition.

Project Personnel: (Name) Dale C. Sellers
(Title) Senior. P.M. and Owner of Phoenix I Restoration
(Name) Daniel Ledbetter
(Title) Superintendent

END OF SECTION

SECTION 01 4001

HISTORIC PRESERVATION
QUALIFICATION STATEMENT FORM

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The Secretary of the Interior's Standards for the Treatment of Historic Properties apply to this project. The Texas Historic Commission considers this project a Restoration Treatment. The Scope of Work must comply with the Standards for Restoration.

For this project to demonstrate that it will preserve and restore the historic integrity of the Fannin County Courthouse the project delivery documents must show THC that no historic building materials, features, and spatial relationships that characterize the building during its period of significance will be unnecessarily removed, demolished or altered in this project. All character defining features of the building that will be removed during the project must be documented, stored and maintained for possible reinstallation in the future.

Due to the historic significance of the building, the contractor and selected subcontractors and their craftsmen will be subject to pre-qualification to assure that they have satisfactory previous experience and appropriate skills in the restoration of historic structures.

Pre-qualification is required for the following work sections:

Section 04 0342 – Masonry Restoration

Section 04 0344 – Masonry Cleaning

Prospective subcontractors or general contractors intending to submit bids for the work of these sections must submit:

Three completed Historic Preservation Qualification Forms listing three successfully completed projects demonstrating appropriate experience in the work of relevant specification sections. Three forms should be submitted for each specification section requiring prequalification.

HISTORIC PRESERVATION QUALIFICATION FORM

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Specification Section: 04 0344 - Masonry Cleaning
04 0342 - Masonry Restoration

Company Name: Phoenix I Restoration and Construction, Ltd.

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Project Location: San Marcos, TX

Project Architect: (Name) Brown Reynolds Watford - Andrew Evertson
(Phone) 214.528.8704

Project Owner: (Name) Texas State University - Andrew Evertson was
(Phone) Contact - 214.528.8704

Date of Construction: January 2013 - January 2014

Value of Contract: \$2,844,477.00

Brief Work Description: Historical masonry restoration and cleaning of
22,000 sq. ft. building, repair gutters and downspouts,
wood window and door stabilization, painting.

Project Personnel: (Name) Dale C. Sellers
(Title) President/CEO of GP - Senior Project Manager
(Name) Juan Salas
(Title) Project Superintendent

END OF SECTION

HISTORIC PRESERVATION QUALIFICATION FORM

The form must be completed by all contractors or subcontractors who wish to be prequalified for work sections noted on previous page. The form must be entirely filled in and all requested information must be provided. **Complete one of these forms for each of three different projects. Use a separate page for each project listed.**

Specification Section: 04 0344 - Masonry Cleaning
04 0342 - Masonry Restoration

Company Name: Phoenix I Restoration and Construction, Ltd.

Listed project must have been completed within the last 5 years and be comparable in scale and type of work to be performed.

Name of Project: Texas State Capitol Exterior Restoration

Project Location: Austin, TX

Project Architect: (Name) State Preservation Board - Kevin Koch
(Phone) 512.463.4578

Project Owner: (Name) State Preservation Board
(Phone) 512.463.4578

Date of Construction: December 2015 - October 2016

Value of Contract: \$5,864,995.00

Brief Work Description: Historical masonry restoration and cleaning of 360,000
sq. ft. building, historic fabrication of wood windows,
window restoration of 788 historic wood windows.

Project Personnel: (Name) Dale C. Sellers
(Title) President/CEO of GP - Senior Project Manager
(Name) John Bellomy
(Title) Project Superintendent

END OF SECTION

HISTORIC PRESERVATION QUALIFICATION FORM

The form must be completed by all contractors or subcontractors who wish to be prequalified for work sections noted on previous page. The form must be entirely filled in and all requested information must be provided. **Complete one of these forms for each of three different projects. Use a separate page for each project listed.**

Specification Section: 04 0344 - Masonry Cleaning
04 0342 - Masonry Restoration

Company Name: Phoenix I Restoration and Construction, Ltd.

Listed project must have been completed within the last 5 years and be comparable in scale and type of work to be performed.

Name of Project: Brazoria County Historical Museum

Project Location: Angleton, TX

Project Architect: (Name) Hutson Gallagher - Chris Hutson
(Phone) 512.960.0013

Project Owner: (Name) Brazoria County
(Phone) Architect Chris Hutson was the point of contact

Date of Construction: Start Date: April 10, 2017

Value of Contract: \$477,625.00

Brief Work Description: Historical masonry restoration and cleaning, carpentry,
concrete, elevator, HVAC, painting, plaster,
plumbing and selective demolition.

Project Personnel: (Name) Dale C. Sellers
(Title) Senior. P.M. and Owner of Phoenix I Restoration
(Name) Daniel Ledbetter
(Title) Superintendent

END OF SECTION



FANNIN COUNTY

RFP #2018-01

LIST OF SUBCONTRACTORS

Provide a list of the subcontractors with contact information that the GC proposes to use on the project. If additional space is required, include attachment to this section of the RFP.

SUBCONTRACTOR #1

COMPANY NAME: No subcontractors to be utilized

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____

SUBCONTRACTOR #2

COMPANY NAME: _____

TRADE: _____

POINT OF CONTACT: _____

TELEPHONE: _____ EMAIL: _____

WORK HISTORY: _____



FANNIN COUNTY

RFP #2018-01

PROPOSAL GUARANTEE

A guarantee shall be submitted with each proposal that the Offeror will execute the construction contract within 10 days after the award and furnish performance and payment bonds and required insurance within 10 days after the contract has been signed. The performance and payment bonds shall be in the amount of 100% of contract price, and shall be executed by a surety company authorized to do business in the State of Texas. If performance and payment bonds are not returned to the COUNTY within 10 days from the award, the COUNTY has the right to render the award ineffective.

Offeror guarantee should be submitted to the COUNTY with the proposal prior to the RFP deadline in the amount of 5% of the proposal. The bid bond, must be executed with a surety company authorized to do business in the State of Texas or bid shall be deemed unresponsive. The proposal guarantee should be attached to this form and submitted with proposal to the following address:

Via UPS, FedEx, Courier, or hand delivery:
Fannin County Purchasing
200 East 1st Street
Bonham, TX 75418

Via USPS:
Fannin County Purchasing
101 E. Sam Rayburn Drive
Bonham, TX 75418

The COUNTY may retain all bonds and proposal checks of the Offerors selected for potential negotiations until after the award and approval of the contract and receipt of performance and payment bonds, and required insurance from the successful Offeror. Authorization is hereby granted for the COUNTY to return the proposal check via regular mail without liability of any kind or nature to the address listed below.

BID FOR: **BID BOND ATTACHED** CHECK #: _____

DRAWN ON: _____ BANK: _____

DATED: _____ AMOUNT \$: _____

NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

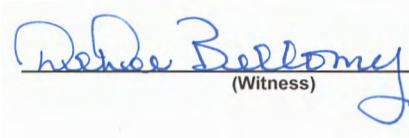
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Phoenix I Restoration and Construction, Ltd., as Principal, hereinafter called the Principal, and Arch Insurance Company a corporation duly organized under the laws of the State of Missouri as Surety, hereinafter called the Surety, are held and firmly bound unto Fannin County, Bonham, TX hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid by Principal (\$ 5% of the G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: **Fannin County Courthouse Selective Demolition RFP #2018-01**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th Day of March, 2018.

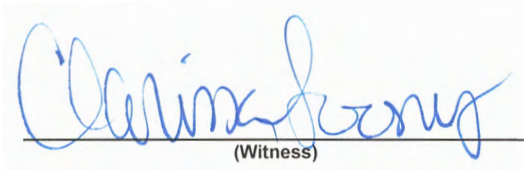


(Witness)


Phoenix I Restoration and Construction, Ltd.

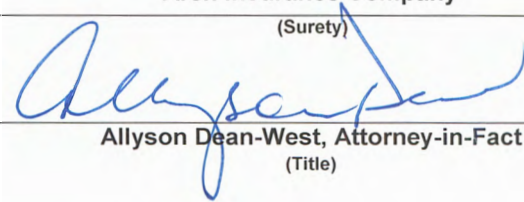
(Principal) (Seal)
President / CEO of GP

(Title)



(Witness)

Arch Insurance Company

(Surety) (Seal)


Allyson Dean-West, Attorney-in-Fact
(Title)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Allyson Dean-West, Douglas Moore, Emily Mikeska, Eva Limmer and John Ward of Dallas, TX (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

IMPORTANT NOTICE TO ALL TEXAS POLICYHOLDERS

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Arch Insurance Group's toll-free telephone number for information or to make a complaint at:

1-866-413-5550

You may also write to Arch Insurance Group at:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the Arch Insurance Group first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Arch Insurance Group para informacion o para someter una queja al:

1-866-413-5550

Usted también puede escribir a Arch Insurance Group:

**Arch Insurance Group
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107**

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Arch Insurance Group primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

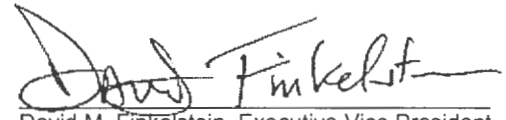
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of October, 2017.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

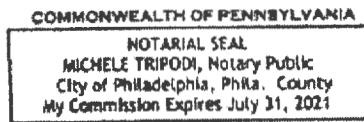


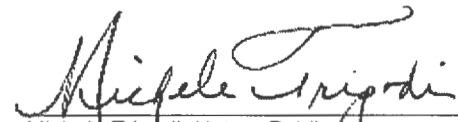

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

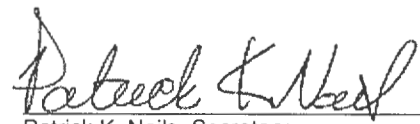



Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated October 3, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 8th day of March, 2018.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102





FANNIN COUNTY

RFP #2018-01

RESIDENCE CERTIFICATION / TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, the COUNTY requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

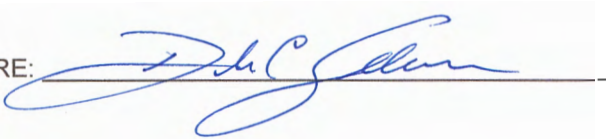
I certify that Phoenix I Restoration and Construction, Ltd is a Resident Bidder of Texas as defined in
(Company Name) Government Code §2252.001

I certify that _____ is a Nonresident Bidder of Texas as defined in
(Company Name) Government Code §2252.001 and our principal
place of business is in _____
(City and State)

TAXPAYER IDENTIFICATION NUMBER (T.I.N.): 75 2810280

COMPANY NAME SUBMITTING BID PROPOSAL: Phoenix I Restoration and Construction, Ltd.

ADDRESS: 14032 Distribution Way
Farmers Branch, TX 75234

SIGNATURE: 

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

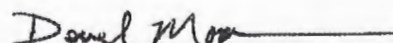
PRODUCER Ward & Moore Ins Services 12700 Park Central Drive Suite 1440 Dallas, TX 75251	CONTACT NAME: Tracie Gafford	
	PHONE (A/C, No, Ext): 214 221-8300 FAX (A/C, No): 214 221-8304 E-MAIL ADDRESS: tgafford@ward-moore.com	
INSURED Phoenix I Restoration & Construction, Ltd. 14032 Distribution Way Dallas, TX 75234	INSURER(S) AFFORDING COVERAGE INSURER A : The Cincinnati Insurance Compan	NAIC #
	INSURER B : Texas Mutual Ins Co	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		EPP0186657	04/01/2017	04/01/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		EBA0186657	04/01/2017	04/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		EPP0186657	04/01/2017	04/01/2018	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N N/A (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		TSF0001250362	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured endorsement for General Liability & Auto Liability attached. Waiver of Subrogation endorsement for General Liability, Auto Liability & Workers' Compensation attached. 30 Day Notice of Cancellation endorsement for all policies attached. General Liability Primary & Non-Contributory endorsement attached. Umbrella is follow form of underlying coverages.
 Fannin County Courthouse Selective Demolition RFP #2018-01

CERTIFICATE HOLDER Fannin County 200 East 1st Street Bonham, TX 75418	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

<u>Coverage:</u>	<u>Begins on Page:</u>
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure to Disclose Hazards	7
3. Damage to Premises Rented to You.....	8
4. Supplementary Payments	9
5. Medical Payments.....	9
6. Voluntary Property Damage (Coverage a.) and Care, Custody or Control Liability Coverage (Coverage b.).....	9
7. 180 Day Coverage for Newly Formed or Acquired Organizations	10
8. Waiver of Subrogation	10
9. Automatic Additional Insured - Specified Relationships:	10
Managers or Lessors of Premises; Lessor of Leased Equipment; Vendors; State or Political Subdivisions - Permits Relating to Premises; State or Political Subdivisions - Permits; and Contractors' Operations	
10. Broadened Contractual Liability - Work Within 50' of Railroad Property	14
11. Property Damage to Borrowed Equipment.....	14
12. Employees as Insureds - Specified Health Care Services:	14
Nurses; Emergency Medical Technicians; and Paramedics	
13. Broadened Notice of Occurrence.....	14

B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$ 1,000,000
Aggregate Limit: \$ 3,000,000
Deductible: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail bonds: \$ 1,000
- b. Loss of earnings: \$ 350

5. Medical Payments

Medical Expense Limit: \$ 10,000

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

- (2) Item 5. **Other Insurance** is deleted in its entirety and replaced by the following:

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when c. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in b. below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, SECTION V - DEFINITIONS** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation

b. Deductible Clause

- (1) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the deductible amount stated in Section B. Limits of Insurance, 6. Voluntary Property Damage and Care, Custody or Control Liability Coverage of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.
- (2) Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit, applies to each claim or "suit" irrespective of the amount.
- (3) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

7. 180 Day Coverage for Newly Formed or Acquired Organizations

SECTION II - WHO IS AN INSURED is amended as follows:

Subparagraph a. of Paragraph 4. is hereby deleted and replaced by the following:

- a. Insurance under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

8. Waiver of Subrogation

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 9. Transfer of Rights of Recovery Against Others to Us is hereby amended by the addition of the following:

We waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract requiring such waiver with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

9. Automatic Additional Insured - Specified Relationships

a. The following is hereby added to **SECTION II - WHO IS AN INSURED**:

- (1) Any person or organization described in Paragraph 9.a.(2) below (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of:

- (a) A written contract or agreement; or
- (b) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued,

is an insured, provided:

- (a) The written or oral contract or agreement is:

- 1) Currently in effect or becomes effective during the policy period; and
- 2) Executed prior to an "occurrence" or offense to which this insurance would apply; and

- (b) They are not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part.

- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

- (a) The manager or lessor of a premises leased to you with whom you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- 1) Any "occurrence" which takes place after

companying or containing such products; or

- b) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

- (d) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent or control and to which this insurance applies:

- 1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - 2) The construction, erection, or removal of elevators; or
 - 3) The ownership, maintenance, or use of any elevators covered by this insurance.
- (e) Any state or political subdivision with which you have agreed per Paragraph 9.a.(1) above to provide insurance, subject to the following provisions:
- 1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

- 2) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or political subdivision.

- (f) Any person or organization with which you have agreed per Paragraph 9.a.(1) above to provide insurance, but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this provision of this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

- (3) Any insurance provided to an additional insured designated under Paragraph 9.a.(2):

- (a) Subparagraphs (e) and (f) does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard";

- (b) Subparagraphs (a), (b), (d), (e) and (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or their agents, "employees" or any other representative of the additional insured; or

- (c) Subparagraph (f) does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of:

- 1) Defects in design furnished by or on behalf

of the additional insured; or

- 2) The rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

- b) Supervisory, inspection, architectural or engineering activities.

- 3) "Your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor-project manager or owner of the construction project in which you are involved.

- b. Only with regard to insurance provided to an additional insured designated under Paragraph 9.a.(2) Sub-paragraph (f) above, **SECTION III - LIMITS OF INSURANCE** is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

- c. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is hereby amended as follows:

- (1) **Condition 5. Other Insurance** is amended to include:

- (a) Where required by a written contract or agreement, this insurance is primary and / or noncontributory as re-

spects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.

- (b) Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:

- 1) As otherwise provided in **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance**; or

- 2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

- (2) **Condition 11. Conformance to Specific Written Contract or Agreement** is hereby added:

11. Conformance to Specific Written Contract or Agreement

With respect to additional insureds described in Paragraph 9.a.(2)(f) above only:

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number **CG 20 10** or **CG 20 37** (where edition specified); or

- b. Include coverage for completed operations; or

- c. Include coverage for "your work";

and where the limits or coverage provided to the addi-

tional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 9.a.(3)(a), 9.a.(3)(b) or 9.b. above, or any combination thereof, shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 9.a.(3)(a) and 9.a.(3)(b) of this endorsement shall not apply and Paragraph 9.b. of this endorsement shall apply.

10. Broadened Contractual Liability - Work Within 50' of Railroad Property

It is hereby agreed that Paragraph f.(1) of Definition 12. "Insured contract" (SECTION V - DEFINITIONS) is deleted.

11. Property Damage to Borrowed Equipment

- a. The following is hereby added to Exclusion j. **Damage to Property of Paragraph 2., Exclusions of SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of insurance shown in the Declarations are replaced by the limits designated in Section B. **Limits of Insurance, 11.** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in Section B. **Limits of Insurance,**

11. of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bring "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible amount stated in Section B. **Limits of Insurance, 11.** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible amount.
- (b) **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit,** applies to each claim or "suit" irrespective of the amount.
- (c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

12. Employees as Insureds - Specified Health Care Services

It is hereby agreed that Paragraph 2.a.(1)(d) of **SECTION II - WHO IS AN INSURED,** does not apply to your "employees" who provide professional health care services on your behalf as duly licensed:

- a. Nurses;
- b. Emergency Medical Technicians; or
- c. Paramedics,

in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place.

13. Broadened Notice of Occurrence

Paragraph a. of **Condition 2. Duties in the Event of Occurrence, Offense, Claim or Suit (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDI-**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
EXCESS LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE**

SCHEDULE

Name and mailing address of person(s) or organization(s):

1.FOR WHOM YOU ARE REQUIRED IN A WRITTEN CONTRACT THAT WAS EXECUTED ON OR AFTER THE EARLIER OF THE FOLLOWING DATES:A.THE EFFECTIVE DATE OF THIS POLICY, OR B.THE EFFECTIVE DATE OF THE ORIGINAL POLICY OF WHICH THIS POLICY IS A RENEWAL OR REPLACEMENT, AND 2.FOR WHOM YOU ARE REQUIRED IN THAT SAME WRITTEN CONTRACT AS REFERRED TO IN 1.ABOVE TO PROVIDE CANCELLATION NOTICE.

ON FILE WITH AGENCY
DALLAS TX 75251

Number of days notice (other than nonpayment of premium): **30** _____

- A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.
- B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.
- C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.
- D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04-01-2017	Policy Number: EBA0186657
Named Insured: Phoenix 1 Restoration & Construction, Ltd	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SECTION II - LIABILITY COVERAGE, A. Coverage, I. Who is an Insured is amended to include as an insured any person or organization with which you have agreed in a valid written contract to provide insurance as is afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been executed prior to the "bodily injury" or "property damage".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION - AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04-01-2017	Policy Number: EBA0186657
Named Insured: Phoenix 1 Restoration & Construction, Ltd	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because

of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the "insured contract".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 04-01-2017	Policy Number: EBA0186657
Named Insured: Phoenix 1 Restoration & Construction, Ltd	
Countersigned by:	

(Authorized Representative)

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is replaced by the following:

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
Name of person or organization

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 04/01/2017

at 12:01 A.M. standard time, forms a part of

Policy No. TSF0001250362

of the Texas Mutual Insurance Company

Issued to Phoenix I Restoration

Endorsement No.

Premium \$

Ron Wright

Authorized Representative

WC420304A (ED. 1-01-2000)

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to:

PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 04/01/2017

at 12:01 A.M. standard time, forms a part of

Policy No. TSF0001250362

of the Texas Mutual Insurance Company

Issued to Phoenix I Restoration

Endorsement No.

Premium \$

Ron Wright

Authorized Representative



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Phoenix I Restoration and Construction, Ltd. State of Texas VID #: _____
 Point of Contact: Dale C. Sellers Phone #: 214.902.0111
 E-mail Address: dselers@phoenix1.org Fax #: 214.904.9635

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: 2018-01 Bid Open Date: 03-08-2018

(mm/dd/yyyy)

Enter your company's name here: Phoenix I Restoration and Construction, Ltd

Requisition #: 2018-01

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Phoenix I Restoration and Construction, Ltd. Requisition #: 2018-01

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

Phoenix I Restoration and Construction, Ltd. will be performing 100% of the entire contract with the our own employees, materials and equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.


Signature

DeDee Bellomy
Printed Name

Office Manager
Title

03/08/2018
Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: Phoenix I Restoration and Construction, Ltd. Requisition #: 2018-01

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: Masonry

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
Pyramid Masonry & Construction	1760514527900/51850	02/26/2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
Galaxy Building Services	1471333763300/500616	02/26/2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
A-Star Masonry and Stucco.com	1273737536500/469848	02/26/2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
Acme Constructors -- Special Trade Organization	02-26-2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
CANDM LLC -- Special Trade Organization	02-26-2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: Phoenix I Restoration and Construction, Ltd. Requisition #: 2018-01

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 2 Description: Demolition

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)

- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/passcmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

b. List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
Willis Demolishing/Disposal Co.	1760348939800/00065	02/26/2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
ROK9, LLC-Demolition	1454639999000/483037	02/26/2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
MIKOCORP, LLC	1813186284100/499457	02/26/2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2) or more** trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

d. List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
Acme Constructors -- Special Trade Organization	02-26-2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
^ANDM LLC -- Special Trade Organization	02-26-2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION	
Company Name: <u>Phoenix I Restoration and Construction Ltd.</u>	State of Texas VID #: _____
Point-of-Contact: <u>DeDee Bellomy</u>	Phone #: <u>214.902.0111</u>
E-mail Address: <u>dbellomy@phoenix1.org</u>	Fax #: <u>214.904.9635</u>
SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name: <u>Fannin County</u>	
Point-of-Contact: <u>Phoenix I Restoration and Construction, Ltd</u>	Phone #: <u>214.902.0111</u>
Requisition #: <u>RFP #2018-01</u>	Bid Open Date: <u>03-08-18</u> <small>(mm/dd/yyyy)</small>
SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1. Potential Subcontractor's Bid Response Due Date:	
If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,	
we must receive your bid response no later than <u>4:00pm</u>	on <u>03-07-18</u>
<small>Central Time</small>	<small>Date (mm/dd/yyyy)</small>
<p><i>In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).</i></p> <p><i>(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)</i></p>	
2. Subcontracting Opportunity Scope of Work: Demolition and Masonry Restoration	
3. Required Qualifications: Past 3 years references	<input type="checkbox"/> - Not Applicable
4. Bonding/Insurance Requirements:	<input type="checkbox"/> - Not Applicable
5. Location to review plans/specifications: Copies of Plans and Specifications may be obtained from the Architect of Record:	<input type="checkbox"/>
<p>ARCHITEXAS: ATTN: Renee Bresson, 1907 Marilla, 2nd Floor, Dallas, TX 75201, 214.748.4561, rbresson@architexas.com or By contacting Phoenix I at email dbellomy@phoenix1.org, 214.902.0111 if you have any questions.</p>	

DeDee Bellomy

From: Microsoft Outlook
To: sstites@pyramidmasonry.com; dina@mmcontractingllc.com;
clf@pmsicontractors.com; robobb49@aol.com; estimating@solisconstructors.com;
tccmllc@gmail.com; debbiegarc20@gmail.com; jonah@galaxy-build.com;
frank@casiasconstructionllc.com; aegisusa@outlook.com;
dag@masonryandstucco.com; pktok@earthlink.net; matt@mikocorp.com;
srobles@robles1.net; greg@superiorconstructionandmachine.com; tbrown1009
@yahoo.com; willisdemolishing@hotmail.com; sflash9@yahoo.com;
sdouglas@potereconstruction.com
Sent: Monday, February 26, 2018 2:21 PM
Subject: Relayed: BID OPPORTUNITY - HUB SUBCONTRACTORS - Bonham, Texas - Bid Date
March 8, 2018

Delivery to these recipients or groups is complete, but no delivery notification was sent by the destination server:

sstites@pyramidmasonry.com (sstites@pyramidmasonry.com)

dina@mmcontractingllc.com (dina@mmcontractingllc.com)

clf@pmsicontractors.com (clf@pmsicontractors.com)

robobb49@aol.com (robobb49@aol.com)

estimating@solisconstructors.com (estimating@solisconstructors.com)

tccmllc@gmail.com (tccmllc@gmail.com)

debbiegarc20@gmail.com (debbiegarc20@gmail.com)

jonah@galaxy-build.com (jonah@galaxy-build.com)

frank@casiasconstructionllc.com (frank@casiasconstructionllc.com)

aegisusa@outlook.com (aegisusa@outlook.com)

dag@masonryandstucco.com (dag@masonryandstucco.com)

pktok@earthlink.net (pktok@earthlink.net)

matt@mikocorp.com (matt@mikocorp.com)

srobles@robles1.net (srobles@robles1.net)

greg@superiorconstructionandmachine.com (greg@superiorconstructionandmachine.com)

tbrown1009@yahoo.com (tbrown1009@yahoo.com)

willisdemolishing@hotmail.com (willisdemolishing@hotmail.com)

sflash9@yahoo.com (sflash9@yahoo.com)

sdouglas@potereconstruction.com (sdouglas@potereconstruction.com)

Subject: BID OPPORTUNITY - HUB SUBCONTRACTORS - Bonham, Texas - Bid Date March 8, 2018

DeDee Bellomy

From: Stephanie Petersen <spetersen@srwaterproofing.com>
To: DeDee Bellomy
Sent: Wednesday, March 07, 2018 7:51 AM
Subject: Not read: HUB Invitation to Bid-Deck Replacement and Waterproofing-Texas State Capitol-RFP#809-18-0027- Scopes: Plaster, Masonry, Waterproofing, Demo and Tile

Your message

To:
Subject: HUB Invitation to Bid-Deck Replacement and Waterproofing-Texas State Capitol-RFP#809-18-0027-
Scopes: Plaster, Masonry, Waterproofing, Demo and Tile
Sent: Wednesday, March 7, 2018 7:51:40 AM (UTC-06:00) Central Time (US & Canada)

was deleted without being read on Wednesday, March 7, 2018 7:51:03 AM (UTC-06:00) Central Time (US & Canada).

DeDee Bellomy

From: Frank Casias <frank@casiasconstructionllc.com>
To: DeDee Bellomy
Sent: Monday, February 26, 2018 4:37 PM
Subject: Not read: BID OPPORTUNITY - HUB SUBCONTRACTORS - Bonham, Texas - Bid Date March 8, 2018

Your message

To:
Subject: BID OPPORTUNITY - HUB SUBCONTRACTORS - Bonham, Texas - Bid Date March 8, 2018
Sent: Monday, February 26, 2018 4:37:26 PM (UTC-06:00) Central Time (US & Canada)

was deleted without being read on Monday, February 26, 2018 4:36:52 PM (UTC-06:00) Central Time (US & Canada).

DeDee Bellomy

From: Saul Robles <SRobles@robles1.net>
To: DeDee Bellomy
Sent: Tuesday, February 27, 2018 7:08 AM
Subject: Not read: BID OPPORTUNITY - HUB SUBCONTRACTORS - Bonham, Texas - Bid Date March 8, 2018

Your message

To:
Subject: BID OPPORTUNITY - HUB SUBCONTRACTORS - Bonham, Texas - Bid Date March 8, 2018
Sent: Tuesday, February 27, 2018 7:09:14 AM (UTC-06:00) Central Time (US & Canada)

was deleted without being read on Tuesday, February 27, 2018 7:07:46 AM (UTC-06:00) Central Time (US & Canada).

DeDee Bellomy

From: Samantha Stites <sstites@pyramidnasonry.com>
To: DeDee Bellomy
Sent: Thursday, March 01, 2018 10:50 AM
Subject: Read: BID OPPORTUNITY - HUB SUBCONTRACTORS - Bonham, Texas - Bid Date March 8, 2018

Your message

To:
Subject: BID OPPORTUNITY - HUB SUBCONTRACTORS - Bonham, Texas - Bid Date March 8, 2018
Sent: Thursday, March 1, 2018 10:50:08 AM (UTC-06:00) Central Time (US & Canada)

was read on Thursday, March 1, 2018 10:49:31 AM (UTC-06:00) Central Time (US & Canada).



Phoenix I Restoration and Construction, Ltd. Historic Courthouse Restoration and Rehabilitation Experience

27 Texas Courthouse Restoration/Renovation Projects Completed by Phoenix I Restoration, plus 5 Texas Courthouse Projects Participating as Subcontractor, 1 participating as consultant and 1 participating as estimator.

Due to our participation on the historic restoration and rehabilitation projects listed below, Phoenix I Restoration and Construction, Ltd. is very familiar with the Secretary of the Interior's Standards for Historic Rehabilitation.

- 1) Navarro County Courthouse - General Contractor
- 2) San Saba County Courthouse - General Contractor
- 3) Polk County Courthouse - General Contractor
- 4) City of Dallas Municipal Courthouse - General Contractor
- 5) Lee County Courthouse - General Contractor/CM
- 6) Fort Bend County Courthouse Phase I and Phase II - General Contractor/CM
- 7) Presidio County Courthouse - General Contractor/CM
- 8) Shackelford County Courthouse - General Contractor/CM
- 9) Hardeman County Courthouse Phase I and Phase II - General Contractor
- 10) Jefferson County Courthouse - General Contractor
- 11) Brazoria County Courthouse - Brazoria Museum-General Contractor
- 12) Hopkins County Courthouse - General Contractor
- 13) Leon County Courthouse - General Contractor
- 14) Cooke County Courthouse - General Contractor
- 15) Bosque County Courthouse - General Contractor
- 16) Burnet County Courthouse - General Contractor
- 17) Donley County Courthouse - General Contractor
- 18) Gray County Courthouse - General Contractor
- 19) Lampasas County Courthouse - General Contractor
- 20) Llano County Courthouse - General Contractor
- 21) Newton County Courthouse - General Contractor
- 22) Parker County Courthouse - General Contractor
- 23) Rockwall County Courthouse - General Contractor
- 24) Cameron County Courthouse - General Contractor
- 25) Maverick County Courthouse - General Contractor
- 26) Val Verde County Courthouse - General Contractor
- 27) Wheeler County Courthouse - General Contractor
- 28) Red River County Courthouse - Subcontractor
- 29) Lamar County Courthouse - Subcontractor
- 30) Ellis County Courthouse - Subcontractor
- 31) Harrison County Courthouse - Subcontractor
- 32) Tom Green County Courthouse - Subcontractor
- 33) Trinity County Courthouse - Architectural Consultant/Cost Estimator
- 34) Hood County Courthouse - Estimating

Phoenix I Restoration and Construction, Ltd.

14032 Distribution Way Farmers Branch, Texas 75234 ● 214-902-0111 ● 214-904-9635 (Fax)

Phoenix I Restoration and Construction, Ltd.

Partial List of Historic Preservation and Restoration Projects 2010-2018

PROJECT	OWNER/ OWNER REPRESENTATIVE	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
<p>Dallas City News Studio</p> <p>1620 First Avenue Dallas, Texas</p> <p>Job # 50-16-1573</p>	<p>City of Dallas</p> <p>Carl Janak 3202 Canton St. Dallas, Texas 75226 214.948.4601 Carl.janak@dallascityhall.com</p>	<p>Russ Berger Design Group</p> <p>Dan Butco 2343 Tarpley Rd. Carrollton, Texas 75006 214.661.5222 dan@rbdg.com</p>	<p>Built in 1936 as Hall of Domestic Arts, then changed to Science Place Original Architect: George Dahl</p> <p>Original Contract: \$5,146,800</p> <p>Start Date: February 2017 In Progress</p>	<p>Renovation, Revitalization, and Repurposing of empty building to accommodate a television studio.</p> <p>Acoustical. Audio Visual. Carpet. Concrete. Demolition. Electrical. Elevator. Fire Alarm. Hardware. HVAC. Insulation. Metal Fabrication. Modified Bitumen Roofing. Painting. Plumbing. Rough Carpentry. Structural Steel. Tile. Waterproofing. Wood Doors.</p>
<p>Brazoria County Historical Museum Elevator and Hoistway</p> <p>100 E. Cedar Angleton, Texas 77515</p> <p>Job # 50-17-1604</p>	<p>Brazoria County</p> <p>Judge Matt Sebesta Jr. 111 E Locust St #102A Angleton, Texas 77515 979.864.1200 matts@brazoria-county.com</p>	<p>Hutson Gallagher</p> <p>Chris Hutson 1206 Quail Park Drive Austin, Texas 78758 512.960.0013 chris@hutsongallagher.com</p>	<p>Built in 1897</p> <p>Original Contract: \$467,659 Final Contract: \$477,625</p> <p>Start Date: April 10, 2017 Completion: November 21, 2017</p> <p>Work Performed by Phoenix I</p>	<p>Carpentry. Concrete. Electrical. Elevator. HVAC. Masonry Restoration. Painting. Plaster. Plumbing. Remove/Replace Plaster. Selective Demolition. Structural Steel. Window Restoration. Wood Flooring Restoration.</p>
<p>Goliad State Park and Historic Site: Custodians Cottage Renovation & Adaptive Re-use to Visitor Center and Mission Rosario Interpretive & Site Repairs</p> <p>Goliad County, Texas</p> <p>Job # 50-16-1560</p>	<p>Texas Parks and Wildlife</p> <p>Patrick Vicknair 4200 Smith School Road Austin, Texas 78744 512.389.8299 Patrick.vicknair@tpwd.texas.gov</p>	<p>Texas Parks and Wildlife</p> <p>Design Manager Madison Graham 4200 Smith School Road Austin, Texas 78744 512.389.4507 Madison.graham@tpwd.texas.gov</p>	<p>Built in 1754</p> <p>Original Contract: \$1,854,200</p> <p>Start Date: December 12, 2016 In Progress</p>	<p>Architectural Woodwork. Coating. Concrete. Electrical. HVAC. Masonry. Metal Framing. Painting. Plaster. Plumbing. Rough and Finish Carpentry. Roof Preservation. Selective Demolition. Sheet Metal Flashing and Trim. Tile. Window and Door Preservation.</p>

Phoenix I Restoration and Construction, Ltd.

Partial List of Historic Preservation and Restoration Projects 2010-2018

PROJECT	OWNER/ OWNER REPRESENTATIVE	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
Eisenhower Birthplace House Exterior Paint and Repairs 609 S. Lamar St. Denison, Texas 75021 Job # 50-17-1644	Texas Historical Commission John Akers 609 S. Lamar St. Denison, Texas 75021 903.465.8908 John.akers.@thc.texas.gov	Texas Historical Commission, Historic Sites Division Project Design Assistant Paula Rhodes P.O. Box 12276 Austin, Texas 78711 512.463.6074 paula.rhodes@ths.texas.gov	Original Contract: \$29,966 Final Contract: \$29,966 Start Date: August 28, 2017 Completion: September 14, 2017 Work Performed by Phoenix I 50%	Finish Carpentry. Painting. Siding Replacement. Window Glazing.
Halbouty Lecture Hall Improvements Halbouty Geosciences Building #0490 Texas A&M University College Station, Texas 77840 Job # 50-17-1611	Texas A&M University System Sean Stroyick Facilities Coordinator College of Geosciences 3148 TAMU College Station, Texas 77843 979.862.3290 sstroyick@geos.tamu.edu	Texas A&M University Terry Royce 450 Agronomy Rd. #1801 General Services Complex College Station, Texas 77843 979.862.9197 terry.royce@tamu.edu	Art Deco Style Built in 1932 Original Architect: Samuel C.P. Vosper Original Contract: \$994,000 Final Contract: \$1,099,521 Start Date: May 1, 2017 Completion: August 11, 2017 Work Performed by Phoenix I 46%	ADA Upgrades. Audio Visual. Automatic Doors. Ceiling Installation. Concrete. Decorative Painting. Electrical. Finish Carpentry. Plaster Restoration Rubber Flooring. Selective Demolition. Stained Glass Repairs/Covers Structural Repairs. Terrazzo Restoration. Window Shades.
Saigling House Renovation and Restoration 902 E. 16 th St. Plano, Texas 75074 Job # 50-15-1462	City of Plano Liz Del Turco 5901 Los Rios Blvd, Plano, Texas 75074 972.941.7532 Fax (972) 461-7182 lizde@plano.gov	Quimby McCoy Preservation Architecture Andrea Hamilton 3100 Main Street Suite 3.6 Dallas, Texas 75226 214.977.9118 Fax 214. 977.9119	CMAR Project Craftsman Style Built in 1906 Original Contract: \$3,083,625 Final Contract: \$3,240,579 Start Date: September 2015 Completion: January 2017 Work performed by Phoenix I 68%	CMAR: Brick Columns. Construct Restroom Building. Door Hardware. Grading. Hardscape. Irrigation. Landscaping. Move and Repair Site Lighting. Site Fencing. Site sidewalks with brick pavers.
Texas State Capitol Exterior Preservation 1100 S. Congress Ave. Austin, Texas 78701 Job # 50-14-1493	State Preservation Board Kevin Koch 201 E. 14 th Street, #950 Austin, Texas 78701 512.463.4578 Fax(512) 463-3372 Kevin.koch@tspb.state.tx.us	Kevin Koch 201 E. 14 th Street, #950 Austin, Texas 78701 512.463.4578 Fax (512) 463-3372 Kevin.koch@tspb.state.tx.us	CMAR Project Italian Renaissance Revival Built in 1888 Original Architect: Elijah E. Meyers Sq. Ft. 360,000 Designations: National Historic Landmark, U.S. National Register of Historic Places, Texas Historic Landmark, Texas State Antiquities Landmark Original Contract: \$5,800,000 Final Contract: \$5,864,995 Start Date: December 2015	CMAR: Window Restoration of 788 Historic Wood Windows, as well as full abatement of 190 windows. Window Sash: work in situ and removing for off-site repair. Dutchman Repairs. Joint Repair and Patching. Historic Fabrication of damaged wood window members. Replacement Glazing. Masonry Cleaning and Restoration.

Phoenix I Restoration and Construction, Ltd.

Partial List of Historic Preservation and Restoration Projects 2010-2018

	PROJECT	OWNER/ OWNER REPRESENTATIVE	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
				Completion: October 2016 Work performed by Phoenix I 28%	
	Renovation of the Old Municipal Building 106 S. Harwood Dallas, Texas 75201 Job # 50-14-1420	City of Dallas Carl Janak City of Dallas Public Works Department 320 E. Jefferson Dallas, Texas 75203 214.948.5362 Fax (214) 948-4524 Carl.janak@dallascityhall.com	The Conley Group Ken Paar 5800 E. Campus Circle Suite 250 Irving, Texas 75063 972.444.9020 Fax (972) 444-9737 kpaar@conleygroup.com	Beaux Arts Style Built in 1913 Original Architect: C.D. Hill Designations: Texas Historic Landmark Original Contract: \$12,103,301 Final Contract: \$13,957,701 Start Date: January 2015 Completion: October 2017 Work performed by Phoenix I 36%	Exterior cleaning of terra cotta and granite masonry. Repair cracked, spalled, and damaged limestone. Terra cotta and brick masonry. Structural Concrete Repair. Renovate copper gutter and install new copper drains. Removal and renovation of copper clad ornamental door. Installation of new wood decking. Remove aluminum windows, renovate window openings, and install new metal clad windows. Restore exterior doors, frames and hardware. Exterior Concrete Demo. Exterior Curb/Gutter/ Asphalt Demo. Masonry Restoration. Tile Roofing Repair. Remove and replace built up roof system. Renovate and restore existing skylight. Installation of waterproofing system at the exterior wall. Installation of new stone facing and door assemblies. Install new handrails. Remove, salvage, repair, and reinstall stone steps. Install waterproofing system. Construct new accessibility Ramp, recessed lighting and system handrails and guardrails. Construction of new water vault.

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Partial List of Historic Preservation and Restoration Projects 2010-2018

PROJECT	OWNER/ OWNER REPRESENTATIVE	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
<p>Polk County Courthouse Roof Restoration</p> <p>101 West Church St. Livingston, Texas 77351</p> <p>Job # 50-15-1429</p>	<p>Polk County</p> <p>Judge Sydney Murphy 101 West Church St. Livingston, Texas 77351 936.327.6813</p>	<p>Bailey Architects</p> <p>Sandra Bauder 55 Waugh Drive, Ste 450 Houston, Texas 77007 713.524.2155</p>	<p>Built 1924 Classic Revival Style Original Architect: McLelland and Fink</p> <p>Original Contract: \$4,400 Final Contract: \$371,900</p> <p>Start Date: March 2016 Completion: October 2016</p> <p>Work performed by Phoenix I 30%</p>	<p>Removal of entire roof system. Install complete new roof system. Repair concrete deck issues. Reconstruct missing cornice.</p>
<p>Sam Rayburn Historic Barn Stabilization and Roof Replacement</p> <p>890 TX Hwy 56 Bonham, Texas 75418</p> <p>Job # 50-15-1475</p>	<p>Texas Historical Commission</p> <p>Jesus Najar 1700 Congress Ave Austin, TX 78701 512-463-3297</p>	<p>Jaster Quintanilla</p> <p>Ronald Ishmael 1301 West 7th Street Fort Worth, TX 76102 817-505-4309</p>	<p>Built 1916</p> <p>Original Contract: \$144,942 Final contract: \$237,821</p> <p>Start Date: February 2016 Completion: August 2016</p> <p>Work Performed by Phoenix I</p>	<p>Complete building envelope restoration. Relocate barn onto new concrete foundation. Structure stabilization. Demo roof and replace. Concrete. Carpentry. Siding. Paint.</p>
<p>San Saba County Courthouse Phase I, Selective Demolition</p> <p>500 East Wallace St. San Saba, Texas 76877</p> <p>Job # 50-15-1595</p>	<p>San Saba County</p> <p>Judge Byron Theodosis 500 East Wallace St. San Saba, Texas 76877 325.372.3635 Fax 325-372-3851 judge@co.san-saba.tx.us</p>	<p>ARCHITEXAS</p> <p>Stan Graves 2900 Congress Avenue Suite #200 Austin, Texas 76877 512.444.4220 Fax 512.444.4221 sgraves@architexas.com</p>	<p>Built in 1911 Revival Style Original Architect: Chamberlin and Col.</p> <p>Original contract: \$119,900 Final contract: \$119,900</p> <p>Start Date: March 2016 Completion: July 2016</p> <p>Work performed by Phoenix I 100%</p>	<p>Asbestos abatement. Selective exterior demolition. Selective interior demolition.</p>
<p>San Saba County Courthouse Stair and Electrical Project</p> <p>500 East Wallace St. San Saba, Texas 76877</p> <p>Job # 50-15-1482</p>	<p>San Saba County</p> <p>Judge Byron Theodosis 500 East Wallace St. San Saba, Texas 76877 325.372.3635 Fax 325-372-3851 judge@co.san-saba.tx.us</p>	<p>ARCHITEXAS</p> <p>Stan Graves 2900 Congress Avenue Suite #200 Austin, Texas 76877 512.444.4220 Fax 512.444.4221 sgraves@architexas.com</p>	<p>Built in 1911 Classic Revival Style Original Architect: Chamberlin and Col.</p> <p>Original contract: \$699,600 Final contract: \$708,424</p> <p>Start Date: September 2015 Completion: July 2016</p> <p>Work completed by Phoenix I 88%</p>	<p>Exterior concrete repair and patching. Interior concrete patching. Replace Conduit. Replace defective circuit wiring.</p>

Phoenix I Restoration and Construction, Ltd.

Partial List of Historic Preservation and Restoration Projects 2010-2018

PROJECT	OWNER/ OWNER REPRESENTATIVE	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
<p>Santa Fe Building Limited Terra Cotta Restoration</p> <p>900 South Polk St. Amarillo, Texas 79101</p> <p>Job # 50-16-1545</p>	<p>Potter County</p> <p>Mike Head 900 South Polk Street Amarillo, Texas 806.349.4820 mikehead@co.potter.tx.us</p>	<p>ARCHITEXAS</p> <p>Susan Frocheur 2900 S. Congress Avenue Suite 200 Austin, TX 78704 512.444.4220 Fax 512.444.4221 sfrocheur@architexas.com</p>	<p>Built in 1930 Gothic Revival Style Original Architect: E.A. Harris</p> <p>Designations: U.S. National Register of Historic Places, Historic Texas Landmark</p> <p>Original Contract: \$380,700 Final Contract: \$412,700</p> <p>Start Date: June 2016 Completion: October 2016</p> <p>Work performed by Phoenix I 100%</p>	<p>Masonry Cleaning. Repointing. Coating removal and glazing. Terra Cotta Patching. Terra Cotta Repair. Replace cementitious wash lead caps at skyward facing joints. Replace stainless steel term bar. Replace Sealant.</p>
<p>Navarro County Courthouse</p> <p>300 W 3rd Avenue Corsicana, Texas 75110</p> <p>Job # 50-13-1352</p>	<p>Navarro County</p> <p>Judge H M Davenport 300 W 3rd Avenue Corsicana, Texas 75110 903.654.3025 Fax (903) 872-0778 hdavenport@navarrocounty.org</p>	<p>1113 Architects Inc.</p> <p>Tom Abel 1506 S. Elm Street Georgetown, , Texas 78626 512.869.1104 Fax (512) 869-1362 tabel@1113architects.com</p>	<p>Beaux Arts Style Built in 1881 Original Architect: JE Flanders</p> <p>Designation: National Register of Historic Places.</p> <p>Original Contract: \$9,772,321 Final Contract: \$10,115,783</p> <p>Start Date: July 2014 Completion: July 2016</p> <p>Work Performed by Phoenix I 48%</p>	<p>Copper and Tile Roofing. Granite and brick patching, tuck-pointing and replacement. Terra Cotta patching, resurfacing, tuck-pointing and replacement. Limestone repair, replacement and tuck-pointing. Window repair and replacement. Site Concrete repair and replacement. Below Grade Waterproofing. Plaster Restoration. Painting. Hardware Restoration. MEP System Replacement. Door restoration and replacement. Selective Demolition. Asbestos Abatement. Building Sealants. Carpentry. Mill Work. Acoustical Ceilings. Terrazzo Flooring. Carpet. Lightening Protection. Fire Protection Systems. Demo existing elevator and installation of new elevator.</p>

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Partial List of Historic Preservation and Restoration Projects 2010-2018

	PROJECT	OWNER/ OWNER REPRESENTATIVE	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
	<p>Fort Bend County Courthouse</p> <p>301 Jackson St. Richmond, Texas 77469</p> <p>Job # 50-13-1304</p>	<p>Fort Bend County</p> <p>Judge Robert Hebert 301 Jackson Street Richmond, Texas 77469 281.341.8608 281.238.3089 Fax</p> <p>James Knight 281.238.3097 James.knight@co.fort-bend.tx.us</p>	<p>Bailey Architects</p> <p>MERGED WITH SHEPLEY BULFINCH</p> <p>Ray Leiker 55 Waugh Dr. Suite 450 Houston, Texas 713.524.2155 rlleiker@shepleybulfinc.com</p>	<p>CMAR Project</p> <p>Classic Revival Style Built in 1908 Original Architect: C.H. Page and Brothers</p> <p>Sq. Ft. 28,261</p> <p>Designation: National Register of Historic Places.</p> <p>Original Contract: \$1,636,392 Final Contract: \$5,173,323</p> <p>Start Date: August 2012 Completion: February 2014</p> <p>Work Performed by Phoenix I 49%</p>	<p>CMAR</p> <p>Copper Roof Repairs. Slate and Flat Roof Repair and Replacement. Selective Demolition. Site Utilities. Structural Steel. Handrails. Masonry Restoration. Plaster and Drywall. Granite patch and tuck pointing. Terra Cotta patch, re-glaze and tuck-pointing. Stone repair, replacement and tuck-pointing Below grade waterproofing. Site Concrete repair and replacement. Plaster Restoration. Paint. Hardware Restoration. Wood Window repair and replacement. Door restoration and replacement. Asbestos Abatement. Building Sealants. MEP System Replacement. Plumbing. HVAC. Electrical. Carpentry/Millwork. Acoustical Ceilings. Terrazzo Flooring. Wood Flooring. Carpet. Lightning Protection. Fire Protection Systems. Hydraulic Elevator.</p>

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Partial List of Historic Preservation and Restoration Projects 2010-2018

PROJECT	OWNER/ OWNER REPRESENTATIVE	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
<p>Jefferson County Courthouse-Phase I</p> <p>1149 Pearl Street Beaumont, TX 77701</p> <p>Job # 50-10-1158</p>	<p>Jefferson County</p> <p>Judge Ronald Walker 1149 Pearl Street Beaumont, TX 77701</p> <p>Deborah Clark 409.835.8593 Fax (409) 835-8456 dsyphrett@co.jefferson.tx.us</p>	<p>Bailey Architects</p> <p>MERGED WITH SHEPLEY BULFINCH</p> <p>Sandra Bauder 55 Waugh Dr. Suite 450 Houston, TX 77007 713.524.2155 sbauder@shepleybulfinch.com</p>	<p>Art Deco Style Built in 1931. Original Architect: Fred Stone, Austin Babin Sq. Ft. 184,000</p> <p>Designations: U.S. National Register of Historic Places, Recorded Texas Historic Landmark</p> <p>Original Contract: \$6,686,000 Final Contract: \$6,676,672</p> <p>Start Date: August 2010 Completion: March 2012</p> <p>Work performed by Phoenix I 44%</p>	<p>Complete Restoration of all Masonry and Windows. Asbestos Abatement. Selective Demolition. Removed, stripped, repaired, restored, and painted historic metal windows. Replaced all wood windows. Glazed all wood and metal windows. Monumental Door replication and installation. Building Sealants. Terra Cotta repair, re-glaze and replacement. Granite Repair. Stone and Brick repair, replacement and tuck-pointing. Roof Repairs.</p>
<p>Perot Museum of Nature and Science in Fair Park</p> <p>3535 Grand Avenue Dallas, Texas 75210</p> <p>Job # 50-15-1453</p>	<p>City of Dallas Public Works Department</p> <p>Robert Van Buren 320 E. Jefferson Blvd. room 321 Dallas, Texas 75203</p>	<p>Jaster Quintanilla Infrastructure</p> <p>Mark Lemay 1301 W. 7th Ste. 141 Ft. Worth, Texas 76102 817.505.4304 Fax 214.752.8771</p>	<p>Built in 1936</p> <p>Original Contract: \$1,030,400 Final Contract: \$1,233,161</p> <p>Start Date: April 2015 Completion: August 2015</p> <p>Work performed by Phoenix I 43%</p>	<p>Doors and Hardware. Drywall. Tile Repair. Paint. Stone Repair. Concrete. Waterproofing. Roof and Drain Repair. Masonry.</p>
<p>Preservation of the Bakery, Cistern and Well of the Fort Griffin State Historical Site</p> <p>Albany, Texas</p> <p>Job # 50-13-1329</p>	<p>Texas Historical Commission</p> <p>Glenn Reed PO Box 12276 Austin Texas 78711 512.463.6387 Glenn.reed@thc.state.tx.us</p>	<p>Limbaucher & Godfrey Architects</p> <p>Laurie Limbaucher 2124 E. 6th Street Austin Texas 78702 512.450.1518</p>	<p>Built in 1867</p> <p>Designations: U.S. Register of Historic Places</p> <p>Original Contract: \$174,000 Final Contract: \$208,326</p> <p>Start Date: May 2013 Completion: December 2013</p> <p>Work performed by Phoenix I 100%</p> <p>Competitive Sealed Proposal</p>	<p>Selective Demolition. Salvage of building elements for restoration and reinstall. Rebuilding of masonry ovens. Stabilization of load bearing walls. New gutters and downspouts installation. Splash Blocks. Selective Masonry. Repointing and installation of stainless steel mesh protection covers for cistern and well.</p>

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Partial List of Historic Preservation and Restoration Projects 2010-2018

PROJECT	OWNER/ OWNER REPRESENTATIVE	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
<p>Sharrock-Niblo Park</p> <p>3900 Grady Niblo Rd. Dallas, Texas 75236</p> <p>Job # 50-14-1423</p>	<p>City of Dallas</p> <p>1500 Marilla St. Dallas, Texas 75201</p>	<p>Quimby McCoy Preservation Architecture</p> <p>Marcel Quimby 3200 Main St. # 3.6 Dallas, Texas 75226 21.977.9118</p>	<p>Built in 1847</p> <p>Original Contract: \$298,600 Final Contract: \$338,588</p> <p>Start Date: November 2014 Completion: May 2015</p> <p>Work Performed by Phoenix I 80%</p> <p>Competitive Sealed Proposal</p>	<p>Stabilization of Historic Log Cabin, Barn, and Root Cellar</p> <p>Metal building fabrication and erection. Disassemble, document, and rebuild log cabin. Structural Repairs. Concrete.</p>
<p>Hardeman County Courthouse Interior Restoration, Phase II</p> <p>300 Main Street Quanah, TX 79252</p> <p>Job # 50-13-1310</p>	<p>Hardeman County</p> <p>Judge Ronald Ingram 300 Main St. Quanah, TX 79252 940.661.2911 hardemanjudge@att.net</p>	<p>ARCHITEXAS</p> <p>Susan Frochuer 2900 S. Congress #200 Austin, TX 78704 512.444.4220 sfrochuer@architexas.com</p>	<p>Beaux Arts Style Built in 1908 Original Design By: RH Stuckey</p> <p>Original Contract: \$3,244,397 Final Contract: \$3,366,980</p> <p>Start Date: January 2013 Completion: April 2014</p> <p>Work Performed by Phoenix I 43%</p>	<p>Metal ceiling restoration. Veneer Plaster. Interior architectural woodwork. Wood flooring restoration. Wood window restoration. Wood door restoration. Elevator installation. Historical tile repair. Restore courtroom seats and other furniture. Concrete floor finishing. Mortar Restoration. Metal Fabrications. Geothermal HVAC. Slate Roof.</p>
<p>Dealey Plaza Restoration</p> <p>500 Main St. Dallas, TX 75202</p> <p>Job # 50-08-1082</p>	<p>City of Dallas</p> <p>Raul De La Rosa 1500 Marilla Room 6FN Dallas, TX 75201 214.671.9846 Fax 214.670.4286</p>	<p>Good Fulton & Farrell</p> <p>Jon Rollins 2808 Fairmount Ste. 200 Dallas, TX 75201 214.303.1500 Fax 214.303.1512 jon.rollins@gff.com</p>	<p>Built in 1935</p> <p>Designations: National Register of Historic Places, National Historic Landmark</p> <p>Start Date: 2008 Completion: 2009</p> <p>Original Contract: \$785,000 Final Contract: \$809,687</p> <p>Work performed by Phoenix I 60%</p>	<p>Masonry repair and restoration. Concrete. Concrete Restoration. Lead paint removal. Mineral based coating. Stair removal and replacement.</p>

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Partial List of Historic Preservation and Restoration Projects 2010-2018

PROJECT	OWNER/ OWNER REPRESENTATIVE	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
<p>Hopkins County Courthouse Emergency Grant – Exterior Restoration and Repairs</p> <p>118 Church Street Sulphur Springs, TX 75482</p> <p>Job # 50-11-1226</p>	<p>Hopkins County</p> <p>Judge Chris Brown 118 Church Street P.O. Box 288 Sulphur Springs, TX 75482 903.438.4006 cbrown@hopkinscounty.org</p>	<p>ARCHITEXAS</p> <p>David Chase 1907 Marilla Street 2nd Floor Dallas, TX 75201 214.748.4561 dchase@architexas.com</p>	<p>Romanesque Revival Style Built in 1895 Original Architect: J. Ricly Gordon</p> <p>Designations: National Register of Historic Places, Texas Historic Landmark, Texas State Antiquities Landmark</p> <p>Original Contract: \$269,900 Final Contract: \$354,452</p> <p>Start Date: March 2012 Completion: December 2012</p> <p>Work Performed by Phoenix I 70%</p>	<p>Masonry Restoration. Plaster. Paint. Roofing. Window Restoration. Sheet Metal Repairs. Waterproofing. Partial liquid roof.</p>
<p>Brazoria County Historical Museum Exterior Restoration and Repair</p> <p>100 East Cedar Angleton, TX 77515</p> <p>Job # 50-12-1238</p>	<p>Brazoria County</p> <p>Judge E.J "Joe" King 111 E. Locust St., Suite 102A, Angleton, TX 77515 979.864.1200 Countyjudge@brazoria-county.com</p> <p>Dennis Cleveland 979.864.1567</p>	<p>Volz & Associates</p> <p>Chris Hutson 1105 W. 42nd Street Austin, TX 78756 512.476.0433 chutson@volzassociates.com</p>	<p>Italian Renaissance Style Built in 1897 Original Architect: Eugene Heiner</p> <p>Original Contract: \$356,000 Final Contract: \$382,536</p> <p>Start Date: March 2012 Completion: November 2012</p> <p>Work performed by Phoenix I 80%</p>	<p>Masonry Restoration. Window Restoration. Roofing. Paint. Structural Repairs. Plaster. Plumbing. Partial Built Up Roof System.</p>
<p>Restoration of the Hardeman County Courthouse, Phase I</p> <p>300 Main Street Quanah, TX 79252</p> <p>Job # 50-10-1163</p>	<p>Hardeman County</p> <p>Judge Ronald Ingram, 300 Main St. Quanah, TX 79252 940.661.2911</p>	<p>ARCHITEXAS</p> <p>Susan Frocheur 2900 S. Congress #200 Austin, TX 78704 512.444.4220</p>	<p>Beaux Arts Style Built in 1908 Original Architect: R.H. Stuckey SQ. Ft. 24,700</p> <p>Original Contract: \$2,206,000 Final Contract: \$2,217,965</p> <p>Start Date: August 2010 Completion: September 2011</p> <p>Work performed by Phoenix I 70%</p>	<p>Masonry Restoration. Brick unit paving. Paint. Hardware. Exterior trim and window sill restoration. Paint and stain wood and metal doors. Paint, stain, and glazing of all historic wood and metal windows.</p>

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Partial List of Historic Preservation and Restoration Projects 2010-2018

PROJECT	OWNER/ OWNER REPRESENTATIVE	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
<p>Old Main Roof Replacement</p> <p>San Marcos, TX 78666</p> <p>Job # 50-12-1301</p>	<p>Texas State University</p> <p>Pascusala Roque San Marcos, Texas 78666 512.245.4795 Fax: 512.245.9172 pr16@txstste.edu</p>	<p>Brown Reynolds Watford Architects, Inc.</p> <p>Andrew Evertson 3535 Travis St. Ste 250, LB102 Dallas, Texas 75204 214.528.8704 Fax: 214.528.8708 aevertson@brwarch.com</p>	<p>Victorian Gothic Style Built in 1903 Original Architect: E Northcraft</p> <p>Designations: National Register of Historic Places</p> <p>Original Contract: \$1,796,000 Final Contract: \$2,844,477</p> <p>Start Date: January 2013 Completion: January 2014</p> <p>Work performed by Phoenix I 26%</p> <p>Competitive Sealed Proposal</p>	<p>Masonry cleaning, repairs, and assembly. Sheet Metal Flashing and Trim. Gutters and Downspouts. Wood Window and Door Stabilization Painting and Coating. Lighting Protection</p>
<p>Texas Discovery Gardens</p> <p>Fair Park Dallas, TX</p> <p>Job # 50-08-1073</p>	<p>City of Dallas</p> <p>Raul Acosta 1500 Marilla Street, #6FS Dallas, TX 75201 214.670.1806</p>	<p>Oglesby Greene Architects</p> <p>Joe McCall 1925 San Jacinto Dallas, TX 75201 214.954.0403</p>	<p>Built in 1936 Original Architect: George Dahl</p> <p>Original Contract: \$4,703,000 Final Contract: \$5,597,598</p> <p>Start Date: February 2008 Completion: July 2011</p> <p>Work Performed by Phoenix I 60%</p>	<p>Sheet Metal Flashing/Trim. Prep and painted historic skylights, windows, and walls. Millwork, plaster and steel. Glazed historic windows and skylights. Built Up Roof System. RTU HVAC System.</p>
<p>The Power Station 3816 Commerce St. Dallas TX 75833</p> <p>Job # 50-09-1121</p>	<p>Alden Pinnell 3709 Lexington Dallas, TX 75205 214.520.6958</p>	<p>Ron Womack, AIA 2400 Empire Central, Suite H Dallas, Texas 75235 214.357.5757</p>	<p>Built in 1920</p> <p>Original Contract: \$1,013,716 Final Contract: \$875,161</p> <p>Start Date: August 2009 Completion: May 2011</p> <p>Work Performed by Phoenix I 100%</p>	<p>Restored, painted and re-glazed all historic steel windows. New MEP Systems. Drywall. Paint. Masonry Restoration. Hardware Restoration. Split System HVAC.</p>
<p>Sam Rayburn House Museum – Exterior Preservation</p> <p>890 State Highway 56 Bonham, TX 75418</p> <p>Job # 50-11-1202</p>	<p>Texas Historical Commission</p> <p>Glenn Reed 1511 Colorado / P.O Box 12276 Austin, TX 78711-2276 512.463.6387</p>	<p>Quimby McCoy Preservation Architecture</p> <p>Marcel Quimby 3200 Main St. #3.6 Dallas, TX 75226 214.977.9118</p>	<p>CMAR Project</p> <p>Built in 1916 SQ Ft. 5100</p> <p>Designations: National Register of Historic Places, National Historic Landmark, Texas Historic Landmark, Texas State Antiquities Landmark</p> <p>Original Contract: \$998,000 Final Contract: \$1,049,074</p>	<p>CMAR</p> <p>Complete building envelope restoration including wood doors and windows, roof and masonry. Finish Carpentry. Metal Restoration. Shingle Roof System.</p>

Phoenix I Restoration and Construction, Ltd.

Partial List of Historic Preservation and Restoration Projects 2010-2018

	PROJECT	OWNER/ OWNER REPRESENTATIVE	ARCHITECT	PROJECT DETAILS	PERTINENT SCOPE OF WORK
				Start Date: June 2011 Completion: June 2012 Work Performed by Phoenix I 90%	
	Levi Jordan Plantation Stabilization and Exterior Preservation 7234 FM 521 Brazoria, TX 77422 Job # 50-11-1197	Texas Historical Commission Glenn Reed 1511 Colorado Austin, TX 78711 512.463.6387 Glenn.reed@thc.state.tx.us	Volz & Associates Architects John Volz 1105 West 42nd St. Austin, TX 78756 512.476.0433	CMAR Project Built in 1848 SQ Ft. 3100 Original Contract: \$936,000 Final Contract: \$968,728 Start Date: May 2011 Completion: March 2012 Work Performed by Phoenix I 70%	CMAR Stabilization of the Structure. Exterior Restoration. Complete building envelope restoration and new foundation. Includes wood windows, doors, masonry, plaster, paint and shake shingle roof. Finish Carpentry. Metal Restoration.
	Women's Museum Fair Park 3800 Parry Avenue Dallas, TX 75226 Job # 50-09-1126	City of Dallas Ray Sottolare 1500 Marilla Street, # 6BN Dallas, TX 75220 214.671.8088 Raymond.sottolare@dallascityhall.com	The Conley Group Ken Paar 5800 E. Campus Circle Suite 250 Irving, TX 75063 972.248.7676 kpaar@conleygroup.com	Built in 1910 By C.D. Hill Original Contract: \$330,135 Final Contract: \$408,233 Start Date: January 2010 Completion: December 2010 Work Performed by Phoenix I 100%	Masonry Restoration. Finish Carpentry Restoration Rebuilt wood trim and windows. Sheet Metal Flashing/Trim. Painting. Repair, replace, and restoration of all wood and metal windows. Plaster.
	Dallas Children's Aquarium 1426 First Avenue Fair Park, Dallas, TX 75210 Job # 50-09-1108	City of Dallas Louise Elam 1500 Marilla, #6FS Dallas, TX 75201 214.670.5275 Louise.elam@dallascityhall.com	Half Associates Ric Ruiz 1201 N. Bowser Rd. Richardson, TX 75081 214.217.6607	Art Deco Style Built in 1936 Original Architect: George Dahl Original Contract: \$7,901,000 Final Contract: \$9,521,028 Start Date: August 2009 Completion: September 2010 Work Performed by Phoenix I 30%	Masonry Restoration. Sheet Metal Flashing/Trim. Wood Door Restoration. Historic Skylight and Window Glazing. Painting. Removed, restored, patched, and Dutchman repairs on Finish Carpentry. Repaired main entry doors. Plaster Repair. Structural Steel. Wood Stained. Rebuilt historic light boxes. Constructed deck and fencing at shark tanks. Partial roof, chilled water and split system HVAC.

Exhibit B



Judge Creta L. Carter II
Fannin County
101 E. Sam Rayburn Dr. Suite 101
Bonham, TX 75418
(903) 583-7455
ccarter@fanninco.net

BEST AND FINAL OFFER
Fannin County Courthouse – Selective Demolition
March 21, 2018

We are pleased to offer for your review and approval our *Best and Final Offer* for the Fannin County Courthouse – Selective Demolition project per bid documents prepared by Architexas, dated January 23, 2018.

Best and Final Offer:

Original Base Bid Price: \$ 658,400.00

Value Engineering Options:

1. Minimize Erosion Control Scope (\$ 3,080.00)
 - a. Limit amount of erosion control filter tube to include only areas adjacent to utility line removal.
 - b. Inlet protections would still be included
2. Modify Sanitary Sewer Removal (\$ 1,020.00)
 - a. Modify extent of sanitary sewer removal to terminate at edge of paving in lieu of extending line removal into paving area. This eliminates need to remove/replace portion of parking lot. See attached sketch.
3. Delete Concrete Sidewalk Repairs (\$ 1,970.00)
 - a. Areas of concrete sidewalk (adjacent to building) will have to be removed for utility line removal. This option deletes requirement to repair sidewalks after line removal. Sidewalks will be replaced in future phase.

Phoenix I Restoration and Construction, Ltd.
14032 Distribution Way, Farmer's Branch, TX 75234 • 214-902-0111 • 214-904-9635 (Fax)

4. Delete Landscape Restoration (\$ 3,110.00)
a. Delete requirement to restore existing landscape at project completion.
Landscape will be damaged and repaired again in future phase.

Total Value Engineering Credit: (\$ 9,180.00)

Total Proposed Contract Amount: \$ 649,220.00

Note:

- Phoenix I Restoration has decided to use Demolition Specialties as a subcontractor for the interior demolition scope. Please see attached revised HUB plan.

Please feel free to call our office at 214-902-0111 if we can be of any further assistance.

Respectfully,

Phoenix I Restoration & Construction, Ltd.



Dale Sellers
President/CEO of General Partner

Phoenix I Restoration and Construction, Ltd.
14032 Distribution Way, Farmer's Branch, TX 75234 • 214-902-0111 • 214-904-9635 (Fax)

REMOVE EXIST.
SEWER ACCESS

REMOVE EXIST.
WATER SPOUT

Stop sanitary
sewer removal at
red line to avoid
getting into parking
lot/sidewalk. VE
Item #2

REMOVE EXIST.
SANITARY SEWER

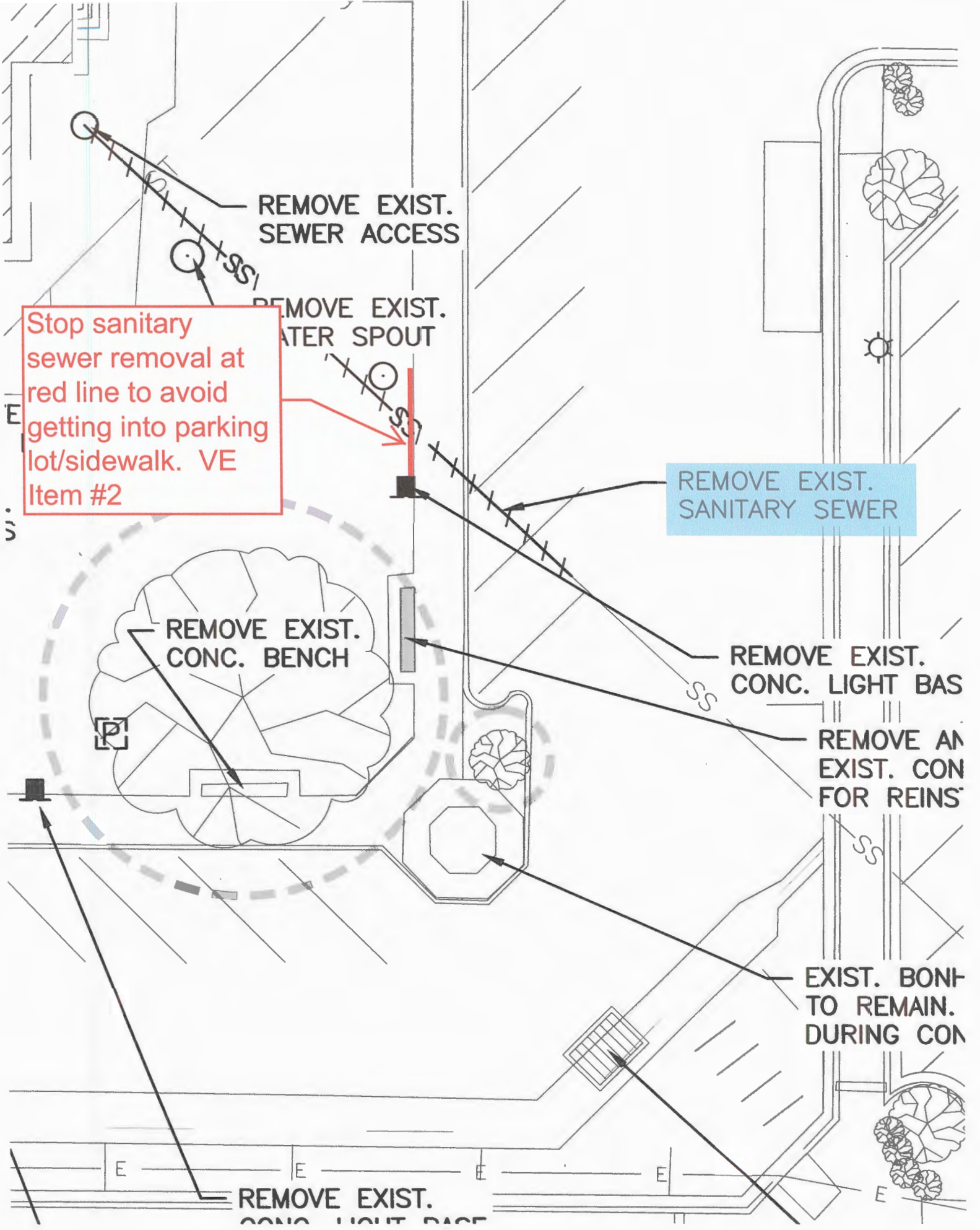
REMOVE EXIST.
CONC. BENCH

REMOVE EXIST.
CONC. LIGHT BAS

REMOVE AN
EXIST. CON
FOR REINS

EXIST. BON-
TO REMAIN.
DURING CON

REMOVE EXIST.
CONC. LIGHT BASE





HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

➤ If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
- Section 2 c. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - Yes
- Section 4 - Affirmation
- GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - Yes, I will be subcontracting portions of the contract.
- Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
- Section 2 c. - No
- Section 2 d. - No
- Section 4 - Affirmation
- GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:

- Section 1 - Respondent and Requisition Information
- Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
- Section 3 - Self Performing Justification
- Section 4 - Affirmation

Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

a. Respondent (Company) Name: Phoenix I Restoration and Construction, Ltd. State of Texas VID #: _____
 Point of Contact: Dale C. Sellers Phone #: 214.902.0111
 E-mail Address: dsellers@phoenix1.org Fax #: 214.904.9635

b. Is your company a State of Texas certified HUB? - Yes - No

c. Requisition #: 2018-01 Bid Open Date: 03-08-2018

(m000772)

Enter your company's name here: Phoenix I Restoration and Construction, LtdRequisition #: 2018-01**SECTION 2 RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including contracted staffing, goods and services will be subcontracted. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Selective Demolition	%	%	35%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 2/17

Enter your company's name here: Phoenix I Restoration and Construction, Ltd

Requisition #: 2018-01

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: 1 Description: Selective Demolition

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycna.cna.state.tx.us/passcmb/search/index.jsp>. HUB status code 'A' signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID <small>(Do not enter Social Security Numbers.)</small>	Date Notice Sent <small>(mm/dd/yyyy)</small>	Did the HUB Respond?
Willis Demolishing/Disposal Co.	1760348939800/00065	02/26/2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
ROK9, LLC-Demolition	1454639999000/483037	02/26/2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No
MIKOCORP, LLC	1813186284100/499457	02/26/2018	<input type="checkbox"/> - Yes <input checked="" type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
ACME Constructors – Special Trade Organization	02/26/2018	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No
SCANDM LLC – Special Trade Organization	02/26/2018	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No

Enter your company's name here: Phoenix I Restoration and Construction, Ltd Requisition #: 2018-01

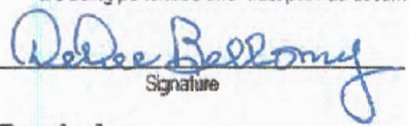
SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

[Empty space for self-performing justification]

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report - PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

DeDee Bellomy

Printed Name

Office Manager

Title

3-22-18

Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an 'HSP Good Faith Effort - Method A (Attachment A)' for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an 'HSP Good Faith Effort - Method B (Attachment B)' for each of the subcontracting opportunities you listed in SECTION 2, Item b.