



**To Be Posted on CCAA website, Facebook page, and local newspapers**

**PUBLIC ANNOUNCEMENT  
REQUEST FOR SEALED BIDS**

Cornerstone Community Action Agency (CCAA)  
114 Needham Street, Coleman, TX 76834  
Contact: Wayne Kauffman, Director of Infrastructure  
Email: [wayne.kauffman@cornerstonecaa.org](mailto:wayne.kauffman@cornerstonecaa.org)  
Phone: 682-253-8420

CCAA is soliciting **sealed bids** from qualified vendors to provide construction services in accordance with the specifications outlined in the bid package.

**A mandatory pre-bid meeting** will be held on:

**Date:** Wednesday, March 11, 2026

**Time:** 9:00 a.m. CST

**Location:** 602 W Water St, Weatherford, TX 76086

**Participation in this meeting is mandatory** for the bidder's or proposer's solicitation to be considered.

All sealed bid requests will include detailed specifications and any relevant attachments necessary to define the items or services for an appropriate and complete response.

All proposal requests will include evaluation factors and the relative importance of each factor.

**Sealed bids will be opened on:**

**Date:** Monday April 6, 2026

**Time:** 3:15 p.m. CST

**Location:** 602 W Water St, Weatherford, TX 76086

Incomplete or non-compliant bid/proposal packages **will not be considered**.

Cornerstone Community Action Agency strongly encourages responses from **minority-owned, women-owned, veteran-owned, and small businesses**, as well as businesses located in **labor surplus areas**.

To obtain a copy of the bid/proposal package or for additional information, please contact:

Wayne Kauffman at [wayne.kauffman@cornerstonecaa.org](mailto:wayne.kauffman@cornerstonecaa.org).



# **REQUESTS FOR PROPOSAL**

**FOR**

**Cornerstone Community Action Agency  
Weatherford Training Center  
602 W Water St, Weatherford, TX 76086**

**RELEASE DATE:  
Monday, March 2, 2026**

**DUE DATE:  
Monday, April 6, 2026 at 3:00 p.m.**



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## **Request for Proposal Schedule**

<b><u>Date</u></b>	<b><u>Activity</u></b>
March 2 – April 3, 2026	Release and Advertise Proposal on Agency Website and Facebook page. Contact Local Vendors to send RFP. RFP available for pick-up or email.
March 11, 2026 9:00 a.m.	Mandatory Pre-bid Walkthrough RSVP at <a href="mailto:wayne.kauffman@cornerstonecaa.org">wayne.kauffman@cornerstonecaa.org</a>
April 6, 2026 3:00 p.m.	Proposal Packet Submission Deadline
April 6, 2026 3:15 p.m.	Director of Infrastructure and Child and Family Service Director to open bids
April 7 – 10, 2026	Call References
April 13, 2026	Selection Committee to score proposals
April 14, 2026	Email Notifications to all Respondents
April 17, 2026 12:00 p.m.	Deadline to submit disputes
April 17, 2026 12:30 p.m.	Executive Director will review any disputes and protests
April 17, 2026 3:30 p.m.	Email final status regarding disputes and protests
April 20, 2026	Anticipated Award Date



## **Instructions / Information**

### **Purpose Request for Proposal**

Cornerstone Community Action Agency (CCAA) is seeking proposals from qualified professionals to provide renovations to existing buildings for the Weatherford Cornerstone Community Action Agency located at 602 W Water St, Weatherford, TX 76086.

### **About Cornerstone Community Action Agency**

CCAA is a 501(c)(3) nonprofit organization that assists low-income individuals and families to become more self-sufficient and transition out of poverty. CCAA is a Community Action Agency which was established in 1965 as a result of Lyndon B. Johnson's "War on Poverty". Cornerstone has a limited, yet efficient staff, so volunteers are heavily relied upon, especially from the low-income communities. CCAA administers a variety of grants that come from federal, state and local sources such as HOMES Program, Comprehensive Energy Assistance Program (CEAP), and the Texas Veterans Commission (TVC). Cornerstone receives its general funding, the Community Services Block Grant (CSBG) from the Texas Department of Housing and Community Affairs (TDHCA), which acts as an umbrella for all other programs.

### **General Instruction**

A contract pursuant to this solicitation if awarded will be contingent on funding.

Both successful and unsuccessful Request for Proposals will be given prompt written notice.

Cornerstone Community Action Agency reserves the right to refuse any and/or all Request for Proposals.

Contracts will be awarded to the lowest, most responsible and responsive Request for Proposal(s) utilizing the pre-established scoring criteria and is most advantageous to CCAA.

The submission of proposals shall be prima facie evidence that the contractor has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.

Contractors must be able to comply with all applicable federal, state and local laws and regulations, including the Davis-Bacon Act Requirements if applicable, and Lead Safety Standards and Practices; must have and maintain minimum general liability requirements, pollution control, vehicle insurance; and must not be on a local, state or federal Consolidated List of Debarred, Suspended and Ineligible Contractors and Grantees. Required documentation is outlined in Attachment IV, Legal and Other Bidder Requirements. Contractors must have the financial capacity (operating cash flow) to allow for payment of up to ninety (90) days after the date of CCAA's final inspection and/or until CCAA is reimbursed by the funding source for payment of all services.

The contractor will be required to provide a one-year warranty on all materials installed, including labor. Consequently, any work deficiency or appliance malfunction, etc., will require the contractor to return to the worksite and promptly resolve and make the work right at no additional cost to CCAA.



The contractor will be held responsible for securing all necessary permits and applicable fees, hiring all necessary work crews, including licensed HVAC personnel, electricians and plumbers. The contractor will be held responsible for any additional costs incurred in order to secure all permits.

### **Pre-bid Meeting**

A **mandatory** pre-bid meeting (walkthrough) will be held on **Wednesday, March 3, 2026, 9:00 a.m. CST** at the site location of 602 W Water St, Weatherford, TX 76086. Please RSVP by sending an email to Wayne Kauffman at [wayne.kauffman@cornerstonecaa.org](mailto:wayne.kauffman@cornerstonecaa.org) no later than **March 10, 2026, 3:00 p.m.**

All bidders interested in responding to this RFP must have at least one representative of their organization sign-in attendance on the Pre-Bid Meeting sheet. Bidders failing to attend the pre-bid meeting will not be allowed to participate further in the RFP process. Late entry to the pre-bid meeting will not be permitted.

After completion of the walkthrough at this location, bidders will have time to complete measurements, take photos, etc. No questions will be answered at the walkthrough. Please refer to the Questions and Answer section of this RFP for instructions on submitting questions about this project.

### **Questions and Answers**

All questions, inquiries, or requests for information, clarification, or interpretation arising subsequent to the issuance of this RFP shall be submitted in writing via email to [wayne.kauffman@cornerstonecaa.org](mailto:wayne.kauffman@cornerstonecaa.org). All questions must be received by **Friday, March 27 by 3:00 PM CST**. Questions asked after this deadline will not be answered. Procurement will extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical.

### **Due Date**

To be considered responsive and receive an evaluation, proposals must fully address all sections of the RFP and must be received on or before **April 6, 2026, 3:00 p.m. CST**. Your proposal must be SEALED in a manilla envelope and addressed as follows:

Cornerstone Community Action Agency  
Weatherford Training Center Renovation  
ATTN: Wayne Kauffman, Director of Infrastructure  
602 W Water St, Weatherford, TX 76086

It is the sole responsibility of the contractor to ensure that the proposal is received by the date and time specified above. **LATE PROPOSALS WILL NOT BE CONSIDERED.** Confirmation of receipt is the sole responsibility of the contractor. Proposals may be withdrawn in writing prior to the deadline. Unless otherwise stated, all materials submitted by the contractor in response to this RFP shall become the property of CCAA.

### **Instructions for Submitting Proposals**

To achieve a uniform review process and obtain the maximum degree of comparability, Proposal submittal must be organized using the following section headings in the order presented. Contractors should be attentive to the instructions for each section and careful to ensure all information required for

each section is provided.

	<b>Document</b>	<b>Description</b>
1	Cover Letter	Title Page on Agency/organization letterhead including contact person(s) telephone and fax number.
2	Understanding the Project	Provide a brief narrative, no more than 2 pages, describing the process that your company will take to fully complete this project AND meet the deadline.
3	Schedule A - Financial Resources and Financial Obligations	Provide reference information Most Recent Financial Statement Statement from a Bank indicating available line of credit
4	Schedule B – Record of Past Performance, Amount of Experience, Historical Underused Business	Provide reference information
5	Schedule C – Price List and Project Timeline	The Request for Proposal must be <u>clear</u> and <u>legible</u> in the indicated column for each material and work item requested. The total price for the material and labor must be provided as indicated. All fields must be completed. The Request for Proposal prices must be added to the total Request for Proposals amount. If the total amount indicated is incorrect, the Request for Proposal will be automatically rejected.
6	Request for Proposal Certification	Must be signed and dated.
7	Other Required Documentation	W-9 Certificate of General Liability Proof of Vehicle Insurance

**Note:** We will reject your Request for Proposal if it is incomplete and/or illegible.

The selected Request for Proposal will be for Weatherford Training Center.

- ◆ Each Request for Proposal or participant shall have the right to appeal any administrative issues arising from the procurement efforts to Cornerstone Community Action Agency. These issues include: source evaluation, protests, disputes and claims.

If the Request for Proposal provided is not satisfied with the decision of Cornerstone Community Action Agency, he/she may then appeal his/her grievance to Cornerstone Community Action Agency's Executive Director provided such appeal is related to the following:

- ◆ Violations of federal laws or regulations.
- ◆ Violations of protest procedures or failure to review a complaint or protest.



## Scoring Criteria

All Requests for Proposals will be scored based on the following criteria:

FORM	DESCRIPTION	POSSIBLE POINTS
Narrative	Description of how the project will be completed	10 points
Schedule A	Financial Resources and Financial Obligations	65 points
Schedule B	Record of Past Performance / Technical Resources	40 points
Schedule B	Length of Experience	10 points
Schedule B	Minority owned / Woman owned Vendor	5 points
Schedule C	Price and Project Timeline	120 points
	<b>TOTAL POSSIBLE SCORE</b>	<b>250 points</b>



## Scoring Form

Name of Firm or Person: \_\_\_\_\_

Date and Time Received: \_\_\_\_\_

Request for Proposal is:  Complete     Incomplete, Illegible, or Failed to Comply with Instructions

Required Documents:     Cover Letter     Schedule A     Financial Statement/Bank Statement  
                                    Schedule B     Schedule C     Request for Proposal Certification  
                                    W-9             Certificate of General Liability     Proof of Vehicle Insurance

**Scoring:**

		Possible Points	Earned Points
Narrative		10	
Schedule A			
	Q1	1	
	Q2	1	
	Q3	1	
	Q4	1	
	Q5	15	
	Q6	15	
	Q7	15	
	Q8	15	
	Q9	1	
Schedule B			
	Q1	10	
	Q2	10	
	Q3	10	
	Q4	10	
½ pt per yr	Experience	10	
	HUB	5	
Schedule C			
Cost	\$ _____	70	
Duration	_____ Yr	50	
	_____ Mo		
	Total Score	250	
	Rank		

## Schedule A

### Financial Resources and Financial Obligations

Contractors must provide a certified bank statement, or a bank letter signed by a senior bank officer, and/or copies of certified, audited financial statements attesting to the firm’s financial capacity, stability and viability. Contractors must demonstrate they have the financial resources/capacity to await payments from CCAA **for up to ninety (90) days following CCAA’s receipt of contractors’ invoice and/or until CCAA has received the grant funds.**

1. Are you or have you been involved in a Chapter 13 proceeding? \_\_\_\_\_
2. Are there any liens against your firm? \_\_\_\_\_
3. Are there any lawsuits against your firm? \_\_\_\_\_
4. Have any complaints been filed against your firm with the Better Vendor Bureau? \_\_\_\_\_  
If yes, describe the nature of the complaint and its resolution:

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List three trade references from which you (or your firm) have purchased construction materials within the past twenty-four (24) months. Each reference will be contacted and the listed questions will be asked. No points will be awarded for references that cannot be contacted. Additional references can be listed at the Contractor’s option to ensure that 3 references can be contacted.

**Reference 1**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Reference 2**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Reference 3**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Phone: \_\_\_\_\_

5. “How would you rate this firm (or individual) in their timeliness in meeting their financial obligations to you/your Company?”

Reference 1:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 – Wonderful
Reference 2:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 – Wonderful
Reference 3:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 – Wonderful

6. “How would you rate this CONTRACTOR’s (or individual) honesty, fairness and responsibility?”

Reference 1:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 – Wonderful
Reference 2:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 – Wonderful
Reference 3:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 – Wonderful

7. “Have you or would you extend credit to this individual and if so, in what amount and under what terms?”

Reference 1:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 – Wonderful
Reference 2:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 – Wonderful
Reference 3:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 – Wonderful

8. “How long have you been conducting business (providing a line of credit) to this company/firm?”

Reference 1:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 – Wonderful
Reference 2:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 – Wonderful
Reference 3:	1 - Terrible	2 - Not Good	3 - Average	4 - Good	5 – Wonderful

9. Has this firm or person been past due on any of their payments during the last six months? \_\_\_\_

## **Schedule B**

### **Record of Past Performance and Technical Resources**

**Length of Experience**

State the number of years you have done professional **General Contracting** services. \_\_\_\_\_

**Historically Underused Business**

Are you a minority-owned, women-owned enterprise, or service-disabled veteran? \_\_\_\_\_

List ALL people/companies from previous projects that you have completed in the last 12 months (additional pages may be added if needed).

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date of Project Completion: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date of Project Completion: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date of Project Completion: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date of Project Completion: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date of Project Completion: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date of Project Completion: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date of Project Completion: \_\_\_\_\_

Name: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Date of Project Completion: \_\_\_\_\_



## Past Performance

These questions will be asked when we contact the references.

1. "How would you rate the contractors overall job performance?"

Reference 1: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 – Wonderful

Reference 2: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 – Wonderful

2. "How would you rate the communication of the contractor as well as the work crew(s)?"

Reference 1: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 – Wonderful

Reference 2: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 – Wonderful

3. "How would you rate the contractor in consistently meeting deadlines and discussing any concerns?"

Reference 1: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 – Wonderful

Reference 2: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 – Wonderful

4. "How would you rate the contractor's preparedness to complete the job?"

Reference 1: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 – Wonderful

Reference 2: 1 - Terrible 2 - Not Good 3 - Average 4 - Good 5 – Wonderful

## Schedule C Price List and Project Timeline

Category	Cost	Estimated Duration
Administrative		
Electrical		
Plumbing		
HVAC		
Demolition		
Interior Construction		
Exterior Construction		
Landscaping and Irrigation		

\*\*\*Contractor will be expected to work with CCAA to obtain a more detailed breakdown of the cost after the bid has been awarded.

Total Cost: \$ \_\_\_\_\_

Donation Provided: \$ \_\_\_\_\_

Cost to CCAA (Total Cost – Donation Provided): \$ \_\_\_\_\_

Estimated Duration of Project including preparation time: \_\_\_\_\_

**Items to consider:**

Scope will include but IS NOT limited to the following:

- **Administrative** – Cost of labor, permitting cost, etc.
- **Electrical** – all wiring, replace/update lighting/fixtures as needed, install/replace outlet receptacles and light switches, breaker boxes, update fire panel, install ethernet wiring, wiring of doors for keyless entry, relocate lighting switches
- **Plumbing** – scope pipes and replace as needed, replace commodes/sinks/fixtures, etc.
- **HVAC** – new units, new ductwork, must be SEER 15 or higher, new smart thermostats, removal of old systems
- **Demolition** – remove insulation, ceiling tiles, removal of cabinetry/commodes/sinks, sheetrock, general cleanup, removal of 3 basketball goals
- **Interior Construction** – replace doors, replace insulation, partitions bathrooms, paint, t-grid (paint), ceiling tiles, construct stage, install and setup audio/visual equipment, construct storage space for tables and chairs, construct A/V booth, install fire extinguishers and exit signs/lighting, install flooring, patch hole from existing fan, paint basketball lines on floor
- **Exterior Construction** – replace doors, access keypads, roof, paint building and railing, signage on building, and outdoor lighting, monument sign construction
- **Landscaping and Irrigation**



## Request For Proposal Certification

Contractor and Company Name:	
Other Company Names or DBA's	
SSN or Employer's Federal ID Number	
Mailing Address:	
Telephone:	
FAX:	

- I understand that Contractors and subcontractors must not be debarred, suspended, or ineligible according to the US General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Verification of contractor eligibility shall be obtained from the Texas Department of Housing and Community Affairs prior to awarding a contract.
- I certify that I am not a board member, officer, employee or former employee or agent of Cornerstone Community Action Agency nor am I a family member, spouse of a board member, officer, employee or agent of Cornerstone Community Action Agency
- I have been provided with a copy of the Request for Proposals package, reviewed the documents, and certify that all products and services will meet or exceed these standards and specifications. I further understand that if work performed is found to be unsatisfactory by Cornerstone Community Action Agency or if the relations between my company, homeowner or other parties are found to be unsatisfactory, it may result in debarment from future Cornerstone Community Action Agency contracts.
- I agree to provide proposed services without frequent delays.
- I will abide by the Texas Department of Housing and Community Affairs regulations pertaining to equal employment opportunities.
- I understand that Cornerstone Community Action Agency reserves the right to reject any and all Request for Proposals.
- No member, officer, agency or employees of Cornerstone Community Action Agency shall be personally liable concerning any matters arising out of or in relation to the commitment to **Mineral Wells Renovation** funds with regards to feasibility or validity of the proposed subject.

\_\_\_\_\_  
Contractors Name (please print)

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date



# Sample Contract

## CONSTRUCTION CONTRACT

THIS CONTRACT is entered into by and between \_\_\_\_\_ (“Contractor”) and Cornerstone Community Action Agency (“CCAA”) in connection with the following project: Weatherford Training Center (the “Project”).

It is hereby witnessed, that Contractor and CCAA for the consideration stated herein mutually agree as follows:

### **1. Scope of Work**

Contractor shall provide all labor, materials, equipment, and services to complete the attached scope of work in strict accordance with the Contract Documents (the “Work”):  
See attached Request for Proposal which includes the scope of work.

### **2. Contract Sum and Payments**

CCAA shall pay the Contractor for the complete performance of the Work in strict accordance with the Contract Documents. CCAA will pay Contractor up to the sum of \_\_\_\_\_ (the “Contract Sum”).

A. CCAA shall pay the Contract Sum as follows for each phase:

- An overall hold of 10% of the entire Contract Amount will be held and only paid once CCAA receives the approved Certificate of Occupancy from the City of Weatherford.
- Invoices, up to the remaining 90%, may be submitted no earlier than bi-weekly for each category and must include Certified Payroll Reports (if work has been completed) for that week and documentation supporting the requested invoice amount.

B. Certified Payroll Reports. Certified payroll reports shall be submitted to CCAA no less than bi-weekly. ALL hourly wages must adhere to or be better than the Prevailing Wage Calculations for Parker County that are included in the attached RFP Packet. Payroll reports must include payroll information documented on the U.S. Department of Labor Form WH-347 for ALL persons who worked at that location that week, and a statement of compliance documented on U.S. Department of Labor Form WH-348. All certified reports must be submitted to CCAA before final payment will be issued.

C. Final Payment. Contractor shall submit its final application for payment upon completion of the Work and receipt of the City of Weatherford Certificate of Occupancy. With its final application for payment, Contractor shall submit to CCAA (1) an affidavit confirming that all payroll obligations, bills for materials and equipment, subcontractor invoices, and all other indebtedness and obligations connected with the Work have been paid or otherwise satisfied; (2) all required certified payroll reports; and (3) all other documents required by the Contract Documents to be delivered at final completion of the Work.

D. Change Orders. CCAA may order changes in the Work within the general scope of the Contract, and Contractor shall perform the changes ordered by CCAA. The Contract Sum and Completion Date



shall be adjusted by written change order as mutually agreed, or if there is no mutual agreement, in a reasonable amount as determined by CCAA. Contractor shall not be entitled to any increase in the Contract Sum or the Completion Date without a written change order signed by the Owner prior to the performance of the change. All change orders shall be requested via email to [wayne.kauffman@cornerstonecaa.org](mailto:wayne.kauffman@cornerstonecaa.org)

E. Funding Contingency. CCAA may terminate this Contract without liability to the Contractor other than for non-cancelable expenses incurred to the date of termination for unsuccessfully securing funding.

F. Sales/Use Tax Exemption. CCAA is exempt from the payment of sales/use tax. To take advantage of the sales/use tax exemption, CCAA must purchase certain materials and equipment directly by issuing a check to the supplier for such materials and equipment. Contractor shall cooperate with CCAA in its efforts to purchase materials and equipment for the Project on a tax-exempt basis. Contractor shall coordinate with the suppliers of all such materials and equipment and shall be responsible for and install all such materials and equipment as if such materials and equipment had been supplied by the Contractor as part of the Scope of Work.

### **3. Time**

A. Completion Date. The Contractor shall commence performance of the Work on and shall achieve substantial completion of the Work by no later than \_\_\_\_\_ (the "Completion Date"). The Completion Date may be extended only with prior written approval of CCAA. Any down time due to funding restraints will be added onto the end of the project.

B. Liquidated Damages. If Contractor has not substantially completed the Work by the Completion Date, then liquidated damages owed by Contractor to CCAA shall accrue in the amount of \$100 per calendar day until Contractor completes the Work. An exception may be made for Contractor upon a documented catastrophe outside of the Contractor's control and upon written approval from CCAA. In the event of such catastrophe, the Contractor must provide a written statement along with any relevant, appropriate backup documentation to CCAA within 5 days of such catastrophe. Such statement must include the specific catastrophe, a plan to complete work as quickly as possible, and an estimated completion date. CCAA will review the documentation and decide the validity of such catastrophe and report to the Contractor within 5 business days of its decision. CCAA and Contractor agree that actual delay damages would be difficult to determine and that the liquidated damages set forth herein are a reasonable measure of delay damages and are not a penalty.

### **4. Default**

CCAA may withhold payments otherwise due Contractor in any amount determined by CCAA to be necessary to protect CCAA against loss resulting from any of the following events or conditions, each of which constitutes a default under this Contract:

- a. Failure to commence or complete the Work by the dates required in this Contract.
- b. Failure to provide sufficient labor, equipment, or materials to ensure the Work is completed in accordance with the terms of the Contract.
- c. Failure to remove and replace any Work rejected by CCAA as defective or unsatisfactory.
- d. Insolvency or bankruptcy of Contractor, or an assignment made to the benefit of creditors.
- e. Third-party claims asserted or threatened against the Owner in connection with the performance of the Work.



- f. Failure by Contractor to pay or otherwise satisfy any payroll obligations, bills for materials and equipment, subcontractor invoices, and all other indebtedness and obligations connected with the Work.
- g. Failure to provide required wage data for any person working under this Contract.
- h. Failure to protect, repair, replace or to make good any damage or injury to property.
- i. Breach of any law, statute, code, regulation, or government order.
- j. Breach of any other provision(s) of this Contract.

Failure to exercise any rights or remedies as set forth in this Contract or by law shall not be construed as a waiver by CCAA regarding an event of default or any succeeding event of default.

## **5. Contractor Responsibilities**

- A. **Clean-up and Removal from Site.** Upon completion of the Work, Contractor shall remove all waste materials and rubbish occasioned by the Work from the Work site as well as all its tools, construction equipment, machinery, and surplus materials. The Work and grounds immediately adjacent to the Work shall be left in a broom-clean condition.
- B. **Licenses, Permits, Fees, etc.** Contractor shall obtain any required building permit and all governmental approvals and inspections which may be necessary to perform the Work. Contractor shall comply with all applicable law, including all applicable regulations, ordinances, and codes.
- C. **Safety.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required for the performance of the Work, and the protection of the Work, the Project and all personal and real property thereon, adjacent property, workers, the public, and all persons affected by the Work.
- D. **Access to the Site.** Contractor shall provide reasonable access to the work site to CCAA and its approved representatives. Further, pursuant to 45 CFR §1303.55(d), the responsible HHS official or his or her designee shall have access at all reasonable times to the Work being performed pursuant to this Contract, at any stage of preparation or progress. The Contractor shall facilitate such access and inspection.
- E. **Claims.** Claims by the Contractor for an adjustment in the Contract Sum or the Completion Date must be initiated by written notice to CCAA within fourteen (14) days after occurrence of the event giving rise to such claim. The claim must be emailed to [MWRenovation@cornerstonecaa.org](mailto:MWRenovation@cornerstonecaa.org)

## **6. Warranty and Correction of Defects**

- A. **Warranty.** Contractor warrants that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted, that the Work will be free from defects not inherent in the quality required or permitted, that the Work will conform with the requirements of the Contract Documents, and that the Work will conform to all applicable building codes, laws, ordinances, rules, regulations, and lawful orders of all public authorities.
- B. **Correction of Defects.** In addition to and without limiting Contractor's warranty obligations, Contractor shall correct any defects due to faulty materials or workmanship which appear within three hundred sixty-five (365) days of Contract completion. Contractor shall make all corrections within thirty (30) days of notice of defect. Nothing contained in this paragraph shall be construed to establish a period of limitations with respect to other obligations the Contractor has under the Contract Documents.



Establishment of the one-year period for correction of Work relates only to the specific obligation of the Contractor to correct its Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct its Work.

## **7. Assignments, Subcontracts and Termination**

A. No Assignment. Contractor may not assign, transfer, convey, pledge, or otherwise dispose of its interest, or any part thereof, in this Contract without the prior written consent of CCAA. Any attempt by Contractor to assign, transfer, convey, pledge, or otherwise dispose of its interest, or any part thereof, without the prior written consent of CCAA shall be void.

B. Subcontractors. Contractor shall submit to CCAA the names of all proposed subcontractors, and CCAA reserves the right to reject any and all subcontractors. Contractor shall be responsible for the actions and omissions of its subcontractors and suppliers of every tier.

C. Termination by Contractor. If CCAA fails to make any undisputed payment required by this Contract, and if CCAA fails to cure said nonpayment within fourteen (14) days of receipt of written notice from Contractor, Contractor may terminate this Contract and recover from CCAA payment for that portion of the Work performed by Contractor prior to termination.

D. Termination by CCAA.

1. For Cause. If Contractor is in default (as defined by Section 4 above), and if Contractor fails to cure said default within fourteen (14) days of receipt of written notice from CCAA, CCAA may terminate this Contract for cause. In case of such termination, CCAA shall have the immediate right to take possession of the site and all materials, equipment, tools, and construction equipment and machinery owned by Contractor for the limited purpose of completing the Work. CCAA may also take assignment of Contractor's subcontracts. CCAA has the right to finish the Work by whatever means or method CCAA may deem expedient.

After a termination for cause by CCAA, Contractor shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Work, including compensation for professional service costs, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to CCAA, plus all other contract damages allowed by law.

2. For Convenience. CCAA reserves the right to terminate the Contract at any time, effective immediately upon written notice to the Contractor. If this Contract is terminated for convenience, the Contractor shall be entitled to be paid for the portion of the Contract Sum calculated on the percentage of Work performed. Contractor shall not be entitled to recover anticipated profits or overhead allocations on portions of the Work not performed. A termination for cause wrongfully made shall be deemed a termination for convenience.

## **8. Contract Documents**

The Contract Documents consists of the following documents:



- A. This Contract
- B. Entire Awarded Request for Proposal which includes scope of work and other relevant documents.

**9. Insurance and Bonds**

- A. Contractor's Insurance. Contractor shall purchase and maintain for itself and shall require its subcontractors to purchase and maintain the following types and limits of insurance:
  - Workers' Compensation - State statutory limits.
  - Employer's Liability - Bodily injury by accident - \$500,000 each accident; bodily injury by disease - \$500,000 each employee.
  - Commercial General Liability - Including without limitation Premises Operations, Independent Contractors (let or sublet work); Contractual Liability; Products and Completed Operations; Explosion, Collapse, and Underground ("XCU"); Broad Form Property, Personal Injury, and Advertising Liability (employment exclusion deleted); Incidental Medical Malpractice; Amendment of Pollution Exclusion - hostile fire; General Aggregate Limit: \$1,000,000.00; Personal and Advertising Injury Limit: \$1,000,000; Each Occurrence Limit (per project): \$1,000,000.
  - Commercial Auto Coverage - \$1,000,000 Combined Single Limit. This policy shall cover all Subcontractor furnished, owned, hired, and non-owned vehicles, including the loading or unloading thereof.
  - Professional Liability Insurance - Minimum single limit of \$1,000,000 per claim and \$1,000,000.00 aggregate]; insuring Contractor and all other persons for whose acts Contractor may be liable arising out of or relating to the negligent acts, errors, or omissions in connection with the carrying out of professional responsibilities relating to this Contract.
- B. CCAA as Additional Insured. Policies for insurance required to be provided by Contractor and its subcontractors shall include CCAA as additional insured, including, without limitation, with respect to completed operations coverage. Such insurance shall be primary insurance and not excess over, or contributing with, any insurance purchased or maintained by CCAA.
- C. Insurance Certificates. All insurance certificates must be delivered to CCAA before Contractor begins Work. Such Certificates of Insurance shall be in a form acceptable to the Owner and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements. Contractor shall not allow insurance required by this Contract to lapse, be canceled, reduced in limits or coverage, non-renewed, or materially changed or have restrictive modifications added during the life of this Contract, including the guarantee period or other periods of required coverage. Contractor shall immediately notify CCAA in writing if Contractor learns that any policy required to be maintained under this Contract will be or has been canceled, reduced in limits or coverage, or materially changed, or have restrictive modifications added, or allowed to expire.

**10. Indemnity**

- A. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless CCAA from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees related thereto or to the enforcement of this paragraph, arising out of or resulting from performance of the Work required under this Contract, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use therefrom, but only to the extent caused by the negligent acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.



B. Except only to the extent caused by the failure of CCAA to make payment to Contractor as required by this Contract, Contractor shall indemnify, defend, and save harmless CCAA from any payment claims or liens filed or threatened by Contractor or any subcontractors, sub-subcontractors or suppliers (of any tier) related to the Work, and any related costs (including attorneys' fees related thereto or to the enforcement of this subparagraph), liabilities, judgments, executions, and disbursements. In addition, Contractor shall immediately take all steps necessary to remove any such liens upon demand of CCAA.

## **11. Federal Requirements**

Contractor:

A. Will comply with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

B. Certifies that it has not been debarred or suspended pursuant to, and is not listed on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with, Executive Orders 12549 and 12689.

C. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements on any other non-discrimination Statute(s) which may apply to this Contract.

D. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324- 7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds, if applicable.

E. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations, policies, and funding requirements governing this Project.

F. Will make positive efforts to subcontract with small businesses, minority-owned firms, and women's business enterprises.

G. Will comply with the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C.



§ 3145, as supplemented by Department of Labor regulations, 29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.”

H. Will comply with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a- 7), as supplemented by Department of Labor regulations 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.”

I. Will comply, where applicable, with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 327-333, as supplemented by Department of Labor Regulations, 29 CFR part 5.

J. Will give CCAA, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to all records, books, papers, or documents related to this Contract for the purpose of making audits, examinations, excerpts, and transcriptions; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

K. Will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §§ 7401, et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, et seq. Contractor further agrees to report all violations to the Department of Health and Human Services and the appropriate Regional Office of the Environmental Protection Agency.

L. Will comply with and submit the certification and disclosures to the extent required by, the Byrd Anti- Lobbying amendment, 31 U.S.C. § 1352.

M. Will include all the foregoing provisions of this section in its contracts with its subcontractors.

**12. Miscellaneous**

This Contract (i) shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns; (ii) may be executed in one or more counterparts, all of which shall be considered one and the same Contract; (iii) embodies the entire agreement and understanding, and supersedes all prior agreements and understandings between CCAA and the Contractor relating to the subject matter hereof; and (iv) may be amended or modified only in writing or as specifically provided herein.

Witness our hands effective this \_\_\_\_\_ day of \_\_\_\_\_ approved and accepted on behalf of Cornerstone Community Action Agency, a private, non-profit corporation of the State of Texas.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
EXECUTIVE DIRECTOR

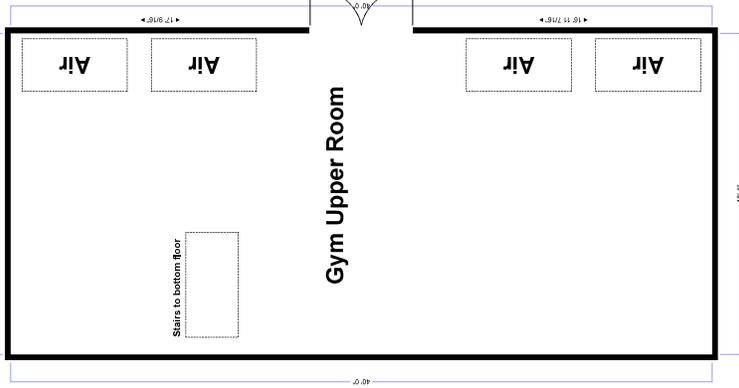
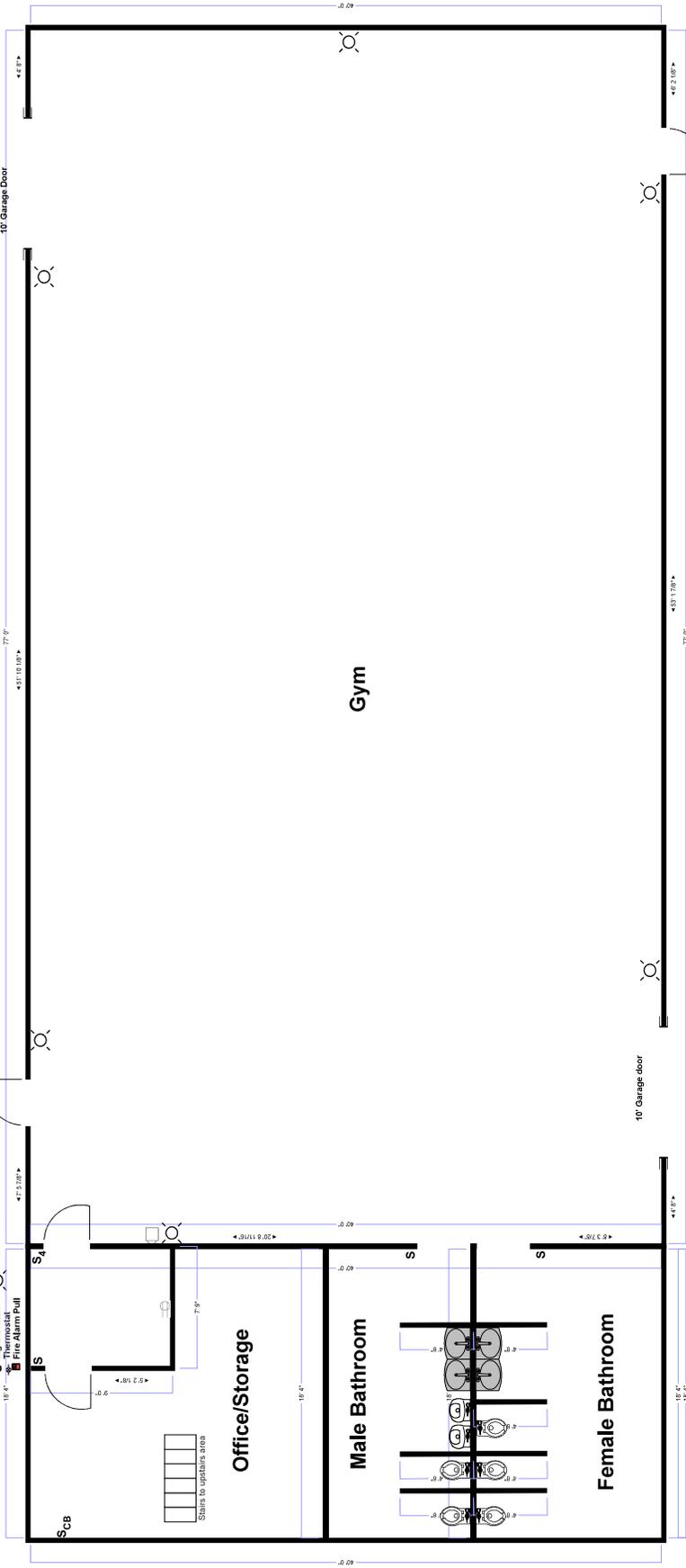
Cornerstone Community Action Agency  
114 Needham St  
Coleman, TX 76834



## **Appendix: Other Documents**

**Building 3**

- Outlet
- Breaker Panel
- SCB
- Fire Alarm Pull
- Light Switch
- Fire Alarm Pull
- Flood Light





## PLANT and MATERIALS LIST

### Trees

KEY	PLANT NAME	QUANTITY	MIN. CALIPER	MIN. HT/SPR	NOTES
OR	Oklahoma Redbud Cercis reniformis 'Oklahoma'	5	30 Gallon	7'4'	NURSERY GROWN; FULL
ERC	Eastern Red Cedar Juniperus virginiana	8	30 Gallon	8'4'	NURSERY GROWN; FULL; SYMMETRICAL; BRANCHED TO GROUND
JM	Japanese Maple Bloodgood Acer palmatum 'Bloodgood'	5	30 Gallon	8'4'	NURSERY GROWN; MIN. 3 TRUNKS; FULL ROUNDED HEAD

### Shrubs and Groundcover

KEY	PLANT NAME	QUANTITY	CONTAINER	MIN. HT/SPR.	NOTES
DYH	Dwarf Yaupon Holly Ilex vomitoria 'Nana'	115	3 GALLON	16"12"	FULL
ANN	Annual color plants	240	4" POT		QUANTITY SHOWN IS BASED ON 12" SPACING. QUANTITY MAY BE ADJUSTED TO REFLECT DIFFERENT SPACING.

### Grass

SFS	SOLID SOD	Cynodon dactylon Bermudagrass	8,715 Sq. Ft. 970 Sq. Yd.	Varieties: Tifway 419, Tex Turf 10, or other improved variety. See notes below for possibility of hydromulching instead of sod in some or all new grass areas.
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### Miscellaneous

LFE	550 Linear feet steel edging; COMMERCIAL GRADE - 3/16" thick; black (preferred) or green; securely staked. Refer to detail.
SFBG	375 Square feet crushed stone: Minimum 4 inch layer of "Basalt Gravel Small"; available from Whiz-Q Stone, 817-429-0822. Equivalent products may be substituted for stone. Owner must pre-approve substitutions. Refer to detail.

### NOTES

THE QUANTITIES OF PLANTS AND MATERIALS SHOWN IN THE ABOVE LISTS MUST BE COMPARED TO THE LANDSCAPE PLAN. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.

ACTUAL QUANTITY OF SOD (AND/OR HYDROMULCH) NEEDED MAY DIFFER FROM SQUARE FOOTAGES LABELED. CONTRACTOR SHALL BID QUANTITY SHOWN IN PLANT LIST, AND PROVIDE PER SQUARE FOOT UNIT COSTS FOR ADDING AND SUBTRACTING SOD (AND/OR HYDROMULCH). THE CONTRACTOR IS REQUIRED TO TAKE APPROPRIATE MEASURES TO ENSURE THAT A FULL STAND OF HEALTHY GRASS IS ESTABLISHED IN ALL GRASS AREAS. GRASS SHALL BE PLANTED IN AREAS DISTURBED BY GRADING AND OTHER CONSTRUCTION ACTIVITIES. FIELD VERIFICATION OF GRASS LIMITS IS OFTEN REQUIRED. THESE INSTRUCTIONS ALSO APPLY IF EROSION CONTROL BLANKET IS CALLED FOR ON THE PLANS.

PRIOR TO INSTALLATION OF PLANTS, THE LANDSCAPE CONTRACTOR SHALL WALK THE SITE WITH THE OWNER'S REPRESENTATIVE TO VERIFY ALL AREAS TO BE PLANTED, PLANT SIZES, AND COORDINATION OF PLANTING ACTIVITIES WITH IRRIGATION INSTALLATION.

IF HYDROMULCH IS NOT SHOWN ON THE LANDSCAPE PLANS, THE LANDSCAPE CONTRACTOR SHALL DISCUSS WITH THE OWNER'S REPRESENTATIVE IF IT IS POSSIBLE TO INSTALL HYDROMULCH RATHER THAN SOD IN SOME GRASS AREAS. IF HYDROMULCH IS INSTALLED, IT SHALL BE SULTAN, BLACK JACK, OR SAHARA BERMUDA WITH A TACKIFIER ADDITIVE ON 4:1 OR GREATER SLOPES. BERMUDA HYDROMULCH SHALL ONLY BE APPLIED BETWEEN THE DATES OF MAY 1st AND SEPTEMBER 15th. BETWEEN SEPTEMBER 15th and MAY 1st, HYDROMULCH WITH ANNUAL RYE GRASS, AND RETURN AFTER MAY 1st TO REMOVE OR TILL IN RYE GRASS AND HYDROMULCH (OR SOD IF OWNER REQUESTS) WITH BERMUDA. PRIOR TO HYDROMULCHING, VERIFY WITH OWNER'S REPRESENTATIVE AREAS, DATES, AND TYPE OF GRASS. DISCUSS WITH THE OWNER THE SCHEDULE AND OTHER DETAILS REGARDING RETURNING AFTER MAY 1ST TO ESTABLISH PERMANENT BERMUDA GRASS.

ALL PLANT MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE "AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1-2014."

ALL NEW LANDSCAPED AREAS SHALL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM EQUIPPED WITH RAIN AND FREEZE SENSORS. SYSTEM SHALL BE DESIGNED BY A TEXAS LICENSED IRRIGATOR, AND INSTALLED BY A TEXAS LICENSED IRRIGATION INSTALLER. DESIGN AND INSTALLATION SHALL CONFORM TO ALL CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY REQUIREMENTS, AND OTHER APPLICABLE CODES.

THE LANDSCAPE CONTRACTOR AND IRRIGATION CONTRACTOR SHALL TAKE NECESSARY MEASURES TO COORDINATE THE TIMING OF INSTALLATION OF PLANTS AND INSTALLATION OF THE IRRIGATION SYSTEM. COORDINATE WITH THE GENERAL CONTRACTOR IF NECESSARY. THE GENERAL CONTRACTOR OR PAVING CONTRACTOR SHALL CONSULT WITH THE IRRIGATION CONTRACTOR REGARDING THE POSSIBILITY OF IRRIGATION SLEEVES WITHIN AREAS TO BE PAVED.

Note: the specifications below are to be considered guide specifications. Not all the requirements are applicable to this project. Most important are the requirements for plant quality, and the guarantee.

### LANDSCAPE SPECIFICATIONS

#### SCOPE OF WORK

A. Furnish all supervision, labor, materials, services, and equipment required to complete the work covered in these specifications and plans, including the following: planting of trees, shrubs, and groundcover, submittals, maintenance, guarantee, cleanup, and acceptance.

#### REFERENCES

A. American Standard for Nursery Stock – ANSI Z60.1 – published by American Nursery & Landscape Association; latest edition.

B. Hortis Third, 1976 – Cornell University

#### SUBMITTALS (IF REQUESTED BY OWNER OR OWNER'S REPRESENTATIVE)

A. Samples: Provide representative quantities of mulch and stone. Samples shall be approved by Owner's Representative before use on project.

B. If requested by the Owner's Representative, the Landscape Contractor shall provide at the site two (2) representative samples of each variety of trees, shrubs, and groundcover plants for Owner's Representative's approval. Photographs of representative plants are acceptable. Photos must show plant clearly from at least two sides.

C. Plant substitutions must be pre-approved by the Owner's Representative in writing.

#### JOB CONDITIONS

A. General Contractor shall leave planting bed areas three (3) inches below finish grade of sidewalks, drives and curbs as shown on the drawings. All construction debris shall be removed prior to Landscape Contractor beginning work.

B. Underground utilities must be located prior to planting. Landscape Contractor shall arrange for utility location service. Contact Texas811.com at least two working days prior to excavation. Landscape Contractor shall be responsible for protecting utility lines. Repairs due to damage shall be at the Landscape Contractors expense.

C. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner will not be responsible for theft or damage.

#### MAINTENANCE and GUARANTEE

A. The Landscape Contractor is responsible for maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, or groundcover will be accepted unless they show a healthy growth and satisfactory foliage conditions.

B. Maintenance shall include watering, cultivation, weeding, edging, pruning of trees, cleaning up, and all other necessary maintenance tasks.

C. A written notice requesting final inspection and acceptance should be submitted to the Owner's Representative at least five (5) days prior to completion. If requested, an on-site inspection by the Owner's Representative and the Landscape Contractor will be completed prior to final acceptance.

D. After final acceptance, the Owner assumes responsibility for maintenance.

E. Trees, shrubs, and groundcover shall be guaranteed for a twelve (12) month period after acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner's Representative. Plants, including trees, which have partially died so that shape, size, or symmetry has been damaged, shall be subject to replacement.

F. First initial plant replacement shall be at the Landscape Contractor's expense. Additional replacement plants beyond the first are not guaranteed.

G. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified.

H. The Owner agrees that for the guarantee to be effective, he/she will water plants at least twice a week during dry periods. The Landscape Contractor shall visit the site at regular intervals during the guarantee period to observe the condition of the plants, and report any problems and possible remedies to the Owner.

#### QUALITY ASSURANCE

A. Owner's Representative has the right to inspect all plant materials at place of growth for compliance with requirements for genus, species, cultivar/variety, size and quality.

B. Owner's Representative retains the right to further inspect all plant material upon arrival at the site and during installation for size and condition of root balls, limbs, branching habit, insects, injuries, and latent defects.

C. Owner's Representative may reject unsatisfactory or defective material at any time during the process of work. Remove rejected materials from the site immediately.

#### PRODUCT DELIVERY, STORAGE AND HANDLING

A. Balled and burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.

B. Container grown plants: Deliver plants in rigid container to hold ball shape and protect root mass.

C. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.

D. Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.

E. Do not lift, move, adjust to plumb, or otherwise manipulate plants by trunks or stems.

#### PLANTS

A. Plants shall be well-formed nursery grown stock, with tags showing species and variety. Tags must remain until after final acceptance. Plants will be individually approved by the Owner's Representative and his decision as to their acceptability shall be final.

B. The Plant and Materials List shown on the plans is an aid to the Landscape Contractor. Confirm all quantities, and report any discrepancies to the Owner's Representative.

C. Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched, and well rooted. Plants shall be free from insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, and insect eggs and larvae.

D. Trees shall be healthy, full-branched, well-shaped and shall meet the trunk diameter and height requirements of the plant schedule. Balls shall be firm, neat, slightly tapered, and well wrapped in burlap. Any tree loose in the ball or with broken ball at time of planting will be rejected. Balls shall be ten (10") inches in diameter for each one (1") inch of trunk diameter. Unless specified as multi-trunk, trees shall have a single dominant leader.

E. Substitutions: Plant substitutions may be requested. Substitutions must be pre-approved by the Owner's Representative. In order for a substitution to be considered, the contractor must provide proof that the specified plant is not readily available, either by species, quantity, or size. The contractor shall provide in writing the names, phone numbers, and contact persons from three wholesale nurseries that were contacted. The contractor may suggest an alternative, but the Owner's Representative shall reserve the right as to which substitution, if any, is allowed.

#### INSTALLATION

A. Prior to installation, Landscape Contractor shall inspect all existing conditions and report any deficiencies to the Owner's Representative.

B. Areas to receive rock groundcover: Remove existing grass, weeds, rocks, or other obstructions. Lay polypropylene fabric, using pins as necessary to hold securely in place. Place stone groundcover to depths indicated on plans. Surfaces shall be smooth, without visible depressions or ridges.

C. Position the trees and shrubs in their intended location as per plan. Notify the Owner's Representative for inspection and approval of all positioning of plant materials. Plants in the vicinity of fire hydrants, meters, or utility boxes must be placed so that, at plant maturity, a five (5) foot clearance is provided.

D. Dig a wide, rough sided hole the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed. Root flare of trees must be exposed.

E. Backfill trees only with existing material excavated from the pit. Carefully settle by watering to prevent air pockets. Backfill shrubs and groundcover beds with planting soil mix as specified in the planting details.

F. All plant beds and trees shall be mulched with a minimum settled thickness of three (3") inches over the entire bed or pit.

G. In the event that rock, or underground construction work or obstructions are encountered, the Landscape Contractor shall notify the Owner's Representative or Landscape Architect immediately in order to determine if alternate locations can be selected. Where locations cannot be changed, if possible, the obstructions shall be removed to a depth of not less than three (3) feet below grade and no less than six (6) inches below the bottom of the root ball when plant is properly set at the required grade. For trees, the planting pit shall be at least three times the width of the root ball. Prior to excavating the obstruction(s), the Landscape Contractor shall negotiate with the Owner's Representative to determine if a change order is required.

H. The Landscape contractor shall return after a period of one year to remove all tree staking materials. If any trees appear to need additional time to stabilize, staking will remain for no longer than an additional 6 months. During the period of time when trees are staked, the contractor is responsible for straightening trees that are not plumb, and adjusting stakes and guy wires as necessary. Guy wires must fit loosely as called for in the planting details.

I. Lay sod within 24 hours of harvesting. Do not lay sod if ground is frozen or muddy. Sod shall form a solid mass with tightly fitted joints. Butt ends and sides of sod; do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass. Lay sod across angle of slopes exceeding 1:3. Anchor sod on slopes exceeding 1:6 with biodegradable staples spaced as recommended by sod grower but not less than 2 anchors per sod strip to prevent slippage. Saturate sod with fine water spray within two hours of planting. After planting, water daily or more frequently until sod is established.

#### CLEANUP

A. During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing at end of each day's work. Site shall be clean and neat at time of final inspection.

**B=B**  
BAIRD, HAMPTON & BROWN  
engineering and surveying

949 Hilltop Drive, Weatherford, TX 76086  
mail@bhbc.com • 817.586.7575 • bhbc.com  
TBPE Firm #44 • TBPLS FRW #10194146

HEAD START SCHOOL  
PARKING EXPANSION  
602 W. WATER STREET  
WEATHERFORD, PARKER COUNTY, TEXAS

### LANDSCAPE PLANT LIST & NOTES

NO.	DESCRIPTION	DATE

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF THOMAS KELLOGG, RLA TX No. 1225. NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

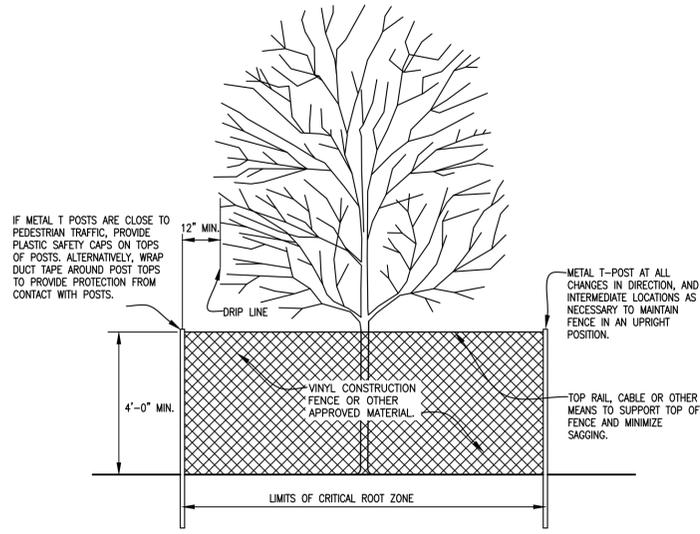
Jan 30, 2025

PROJECT NUMBER: 2022.850.086  
DATE: 04/11/2023 DRAWN BY: ZG  
DESIGN BY: ZG CHECKED BY: TK

SHEET

L2.0

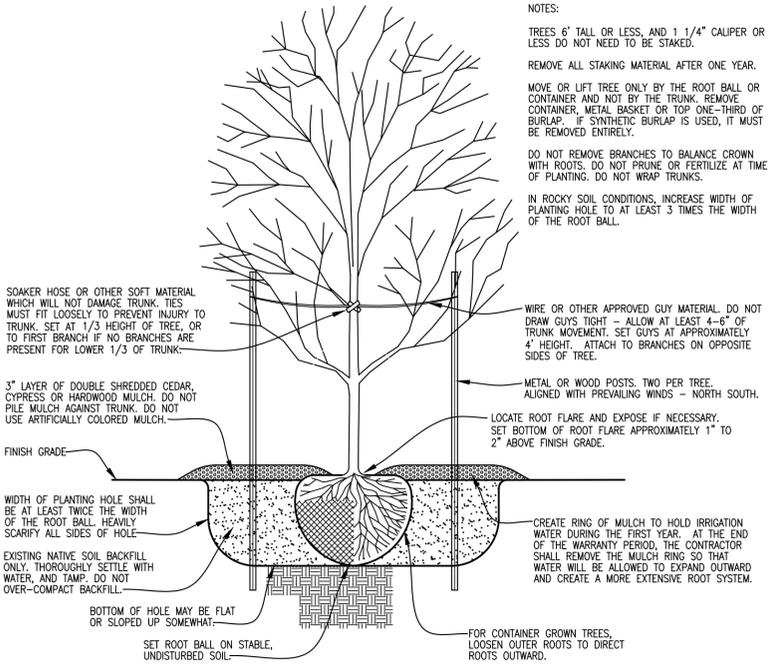
95% REVIEW



**TREE PROTECTION FENCING**

Not to Scale

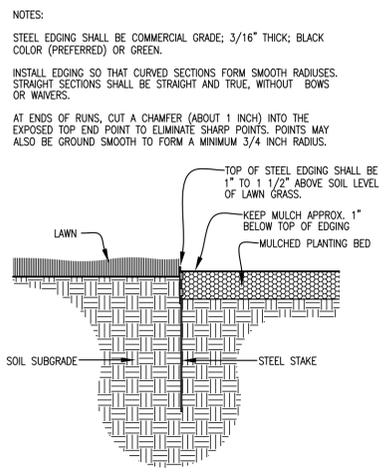
**NOTES:**  
 ALL TREE PROTECTION FENCING MUST BE INSTALLED BEFORE THE BEGINNING OF SITE GRADING OR OTHER CONSTRUCTION. VEHICLE TRAFFIC WITHIN THE DRIP LINE OF TREES TO BE SAVED IS NOT ALLOWED.  
 WHEN TREE PROTECTION FENCING IS SHOWN ON THE PLANS, IT IS SHOWN SCHEMATICALLY. FIELD ADJUSTMENTS MAY BE NECESSARY.  
 TREE PROTECTION FENCING SHALL BE INSTALLED A MINIMUM OF 12" OUTSIDE OF THE TREE DRIP LINES.  
 POSTS SHALL BE SET IN A GENERALLY CIRCULAR PATTERN. SQUARE OR RECTANGULAR SHAPES ARE ALLOWED ONLY IF THE ENTIRE DRIP LINE IS ENCLOSED. TREES MAY BE FENCED IN GROUPS.  
 IF CONSTRUCTION INTERFERES WITH PLACING TREE PROTECTION FENCING AROUND THE ENTIRE CRITICAL ROOT ZONE, SET THE FENCE SO THAT AS MUCH AREA OF THE CRITICAL ROOT ZONE AS POSSIBLE IS PROTECTED. FENCING MAY BE REMOVED TEMPORARILY TO ALLOW FOR CONSTRUCTION ACTIVITIES. FENCING MUST BE REPLACED IMMEDIATELY UPON COMPLETION OF WORK WITHIN THE CRITICAL ROOT ZONE.  
 WHEN LOCATIONS OF TREE PROTECTION FENCING ARE NOT SHOWN ON THE PLANS, PLACE FENCING AT ALL TREES WITHIN 50 FEET OF A CONSTRUCTION AREA. MAINTAIN FENCE UNTIL PROJECT COMPLETION.  
 THE FOLLOWING ACTIVITIES ARE PROHIBITED WITHIN THE DRIP LINE OF EXISTING TREES TO BE SAVED: STORING MATERIALS, EQUIPMENT CLEANING, LIQUID DISPOSAL, VEHICLE TRAFFIC, GRADE CHANGES, IMPERVIOUS PAVING, & SOIL COMPACTION.



**TREE PLANTING**

Section Not to Scale

**NOTES:**  
 TREES 6' TALL OR LESS, AND 1 1/4" CALIPER OR LESS DO NOT NEED TO BE STAKED.  
 REMOVE ALL STAKING MATERIAL AFTER ONE YEAR.  
 MOVE OR LIFT TREE ONLY BY THE ROOT BALL OR CONTAINER AND NOT BY THE TRUNK. REMOVE CONTAINER, METAL BASKET OR TOP ONE-THIRD OF BURLAP. IF SYNTHETIC BURLAP IS USED, IT MUST BE REMOVED ENTIRELY.  
 DO NOT REMOVE BRANCHES TO BALANCE CROWN WITH ROOTS. DO NOT PRUNE OR FERTILIZE AT TIME OF PLANTING. DO NOT WRAP TRUNKS.  
 IN ROCKY SOIL CONDITIONS, INCREASE WIDTH OF PLANTING HOLE TO AT LEAST 3 TIMES THE WIDTH OF THE ROOT BALL.  
 WIRE OR OTHER APPROVED GUY MATERIAL. DO NOT DRAW GUYS TIGHT - ALLOW AT LEAST 4-6" OF TRUNK MOVEMENT. SET GUYS AT APPROXIMATELY 4' HEIGHT. ATTACH TO BRANCHES ON OPPOSITE SIDES OF TREE.  
 METAL OR WOOD POSTS. TWO PER TREE. ALIGNED WITH PREVAILING WINDS - NORTH SOUTH.  
 LOCATE ROOT FLARE AND EXPOSE IF NECESSARY. SET BOTTOM OF ROOT FLARE APPROXIMATELY 1" TO 2" ABOVE FINISH GRADE.  
 CREATE RING OF MULCH TO HOLD IRRIGATION WATER DURING THE FIRST YEAR. AT THE END OF THE WARRANTY PERIOD, THE CONTRACTOR SHALL REMOVE THE MULCH RING SO THAT WATER WILL BE ALLOWED TO EXPAND OUTWARD AND CREATE A MORE EXTENSIVE ROOT SYSTEM.  
 FOR CONTAINER GROWN TREES, LOOSEN OUTER ROOTS TO DIRECT ROOTS OUTWARD.



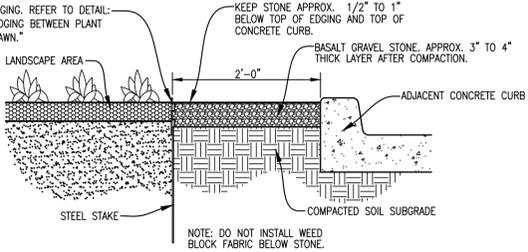
**STEEL EDGING**

Section Not to Scale

**NOTES:**  
 STEEL EDGING SHALL BE COMMERCIAL GRADE; 3/16" THICK; BLACK COLOR (PREFERRED) OR GREEN.  
 INSTALL EDGING SO THAT CURVED SECTIONS FORM SMOOTH RADUSES. STRAIGHT SECTIONS SHALL BE STRAIGHT AND TRUE, WITHOUT BOWS OR WAVERS.  
 AT ENDS OF RUNS, CUT A CHAMFER (ABOUT 1 INCH) INTO THE EXPOSED TOP END POINT TO ELIMINATE SHARP POINTS. POINTS MAY ALSO BE GROUND SMOOTH TO FORM A MINIMUM 3/4 INCH RADIUS.

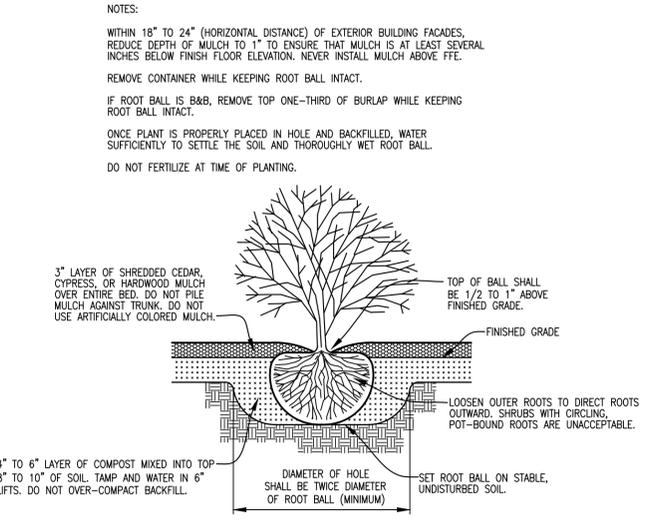


**NOTES:**  
 THIS DETAIL ILLUSTRATES AN APPLICATION WHERE THE STONE IS ADJACENT TO A PARKING SPACE. THIS DETAIL ALSO APPLIES TO OTHER APPLICATIONS.  
 STONE SHALL BE CRUSHED BASALT GRAVEL, OR EQUIVALENT. REFER TO PLANT AND MATERIALS LIST.  
 MOISTEN BASALT GRAVEL AND COMPACT WITH VIBRATORY PLATE COMPACTOR. MAKE SEVERAL PASSES, AND TOP OFF WITH ADDITIONAL STONE IF NEEDED. RE-COMPACT SO THAT TOP SURFACE OF STONE WILL BE SLIGHTLY BELOW ADJACENT CURB AND STEEL EDGING.



**BASALT GRAVEL GROUNDCOVER**

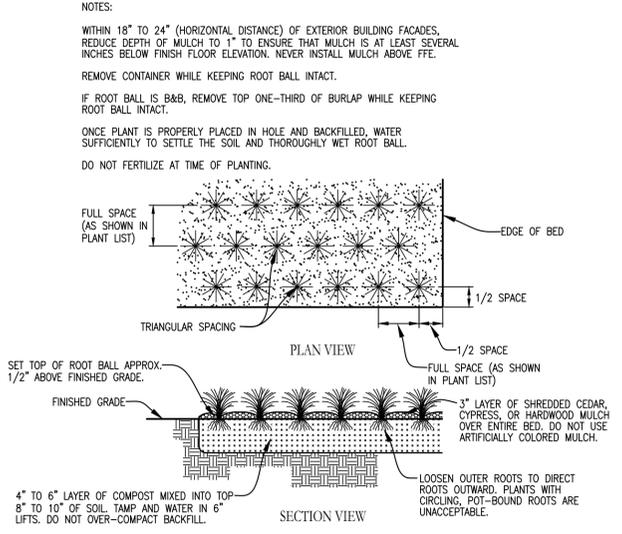
Section Not to Scale



**SHRUB/PERENNIAL PLANTING**

Section Not to Scale

**NOTES:**  
 WITHIN 18" TO 24" (HORIZONTAL DISTANCE) OF EXTERIOR BUILDING FACADES, REDUCE DEPTH OF MULCH TO 1" TO ENSURE THAT MULCH IS AT LEAST SEVERAL INCHES BELOW FINISH FLOOR ELEVATION. NEVER INSTALL MULCH ABOVE FFE.  
 REMOVE CONTAINER WHILE KEEPING ROOT BALL INTACT.  
 IF ROOT BALL IS B&B, REMOVE TOP ONE-THIRD OF BURLAP WHILE KEEPING ROOT BALL INTACT.  
 ONCE PLANT IS PROPERLY PLACED IN HOLE AND BACKFILLED, WATER SUFFICIENTLY TO SETTLE THE SOIL AND THOROUGHLY WET ROOT BALL.  
 DO NOT FERTILIZE AT TIME OF PLANTING.



**GROUNDCOVER/ANNUAL PLANTING**

Plan/Section Not to Scale

**NOTES:**  
 WITHIN 18" TO 24" (HORIZONTAL DISTANCE) OF EXTERIOR BUILDING FACADES, REDUCE DEPTH OF MULCH TO 1" TO ENSURE THAT MULCH IS AT LEAST SEVERAL INCHES BELOW FINISH FLOOR ELEVATION. NEVER INSTALL MULCH ABOVE FFE.  
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 DO NOT FERTILIZE AT TIME OF PLANTING.

**B=B**  
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**HEAD START SCHOOL  
 PARKING EXPANSION**  
 602 W. WATER STREET  
 WEATHERFORD, PARKER COUNTY, TEXAS

**LANDSCAPE DETAILS**

NO.	DESCRIPTION	DATE

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF THOMAS KELLOGG, RLA TX No. 1225. NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.  
 Jan 30, 2025

PROJECT NUMBER: 2022.850.086  
 DATE: 04/11/2023 DRAWN BY: ZG  
 DESIGN BY: ZG CHECKED BY: TK

SHEET  
**L3.0**

**95% REVIEW**

1.30.2025 10:58AM F:\p02022850\086\Comerstone Headstart01 Design & Drafting\04\_Landscape\2022.850.086\_LANDSCAPE PLAN.dwg LANDSCAPE DETAILS

2022.850.086 - HEAD START SCHOOL PARKING EXPANSION - CONSTRUCTION PLANS



### Monument Sign Design

