

**THE PALO PINTO COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS' MEETING**

Notice is hereby given as provided by Chapter 551, Texas Government Code, that the meeting of the Board of Directors' of the PALO PINTO COUNTY HOSPITAL DISTRICT will be held in the BOARDROOM of Palo Pinto General Hospital, located at 400 Southwest 25th Avenue, in the City of Mineral Wells, Palo Pinto County, Texas, on Monday, May 2, 2022 at: 9:00 A.M.



Ross Korkmas, Chief Executive Officer  
Palo Pinto County Hospital District

**FILED**  
At 11:05 O'Clock A M

**AGENDA**

**APR 28 2022**

**PALO PINTO COUNTY HOSPITAL DISTRICT BOARD OF DIRECTORS' MEETING**  
**Monday, May 2, 2022, HOSPITAL BOARDROOM**  
**AT 9:00 A.M.**

*Janette K. Green*  
Clerk of the County Court  
Palo Pinto County, Texas  
By *[Signature]* Deputy

ITEM	DESCRIPTION	Pg. #
1.	Call to Order	
2.	Receive/Discuss/Take Action on Emergency Department and ICU repairs – Ross Korkmas, CEO and Shane Coleman, COO	1
3.	Receive/Discuss/Take Action on building pipe replacement and repairs – Ross Korkmas, CEO and Shane Coleman, COO	4
4.	Receive/Discuss/Take Action Surgery HVAC proposal – Ross Korkmas, CEO and Shane Coleman, COO	18
5.	ADJOURN	

- NOTICE: THE BOARD RESERVES THE RIGHT TO RETIRE INTO EXECUTIVE SESSION CONCERNING ANY OF THE ITEMS LISTED ON THIS AGENDA, WHENEVER IT IS CONSIDERED NECESSARY AND LEGALLY JUSTIFIED UNDER THE OPEN MEETINGS ACT.
- NOTICE: THE BOARD MAY VOTE AND/OR ACT UPON EACH OF THE ITEMS LISTED IN THIS AGENDA.
- NOTICE: This agenda and meeting notice is posted pursuant to Section 551.041, Sub-Chapter C, of the Texas Government Code.
- NOTICE: Disabled persons requiring accommodations, please call 940-328-6403. For sign interpreters, please call at least 48 hour in advance.
- NOTICE: Palo Pinto County Hospital District extends an open invitation to members of the community to attend the meetings of the Board of Directors and to make comments and/or express their concerns.

**CERTIFICATION OF POSTING NOTICE**

THIS IS TO CERTIFY THAT I, Carrie Montgomery PROVIDED NOTICE TO THE PALO PINTO COUNTY CLERK AND POSTED THIS AGENDA AT THE APPROPRIATE DESIGNATED LOCATION AT THE COURTHOUSE, PALO PINTO, TEXAS, AT 11:05 A.M., 4/28, 2022, AND THIS IS TO CERTIFY THAT I ALSO POSTED THIS AGENDA OUTSIDE THE ELEVATOR ON THE FIRST FLOOR OF PALO PINTO GENERAL HOSPITAL, 400 SOUTHWEST 25TH AVENUE, MINERAL WELLS, TEXAS 76067, AT 11:05 A.M., ON 4/28, 2022.

*[Signature]*  
(SIGNATURE OF PERSON POSTING AGENDA)



Southern Inventions  
5702 Acton Circle  
Granbury, Texas  
76049

Contact: Selene Crosby, 210 508 4115

Bid proposal

Quotation For:  
Estimating Department

Project	Trade	Description	Bid Due
Palo Pinto Hospital Refresh	Millwork	Fabricate and install	N/A
These prices based on current material prices and are subject to change.			

Room /Item	Description	
ER Area, IC 123, IC 119, RT 111 and RT 112	Includes replacing existing millwork including PLAM cabinets, PLAM nurse's stations and surrounds, and Solid Surface countertops and transaction tops.	
	Total Solid Surface (replace countertops only)	\$ 45,200.00
	Total PLAM (replace millwork)	\$ 107,400.00
<b>Total</b>		<b>\$ 152,600.00</b>

ALTERNATES: N/A

Unspecified PLAM colors (assumes standard laminate, not color core or specialty finish)

FINISHES: Solid Surface Livingstone Starry Night or equivalent

NOTES:

Also includes refinishing existing black solid surface countertops where they occur, to attempt to restore original finish. Does not include demolition of existing millwork. Project to be done in phases to minimize disruption.

Cert: 1832576405000



Cert: WBE1902745



*Solid Surface is the countertops. Starry night is similar to the counter top in the main entry. \$45,200*

*PLAM is the cabinetry. \$107,400*

*see attached highlighted areas*

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**FLOOR PLAN GENERAL NOTES**

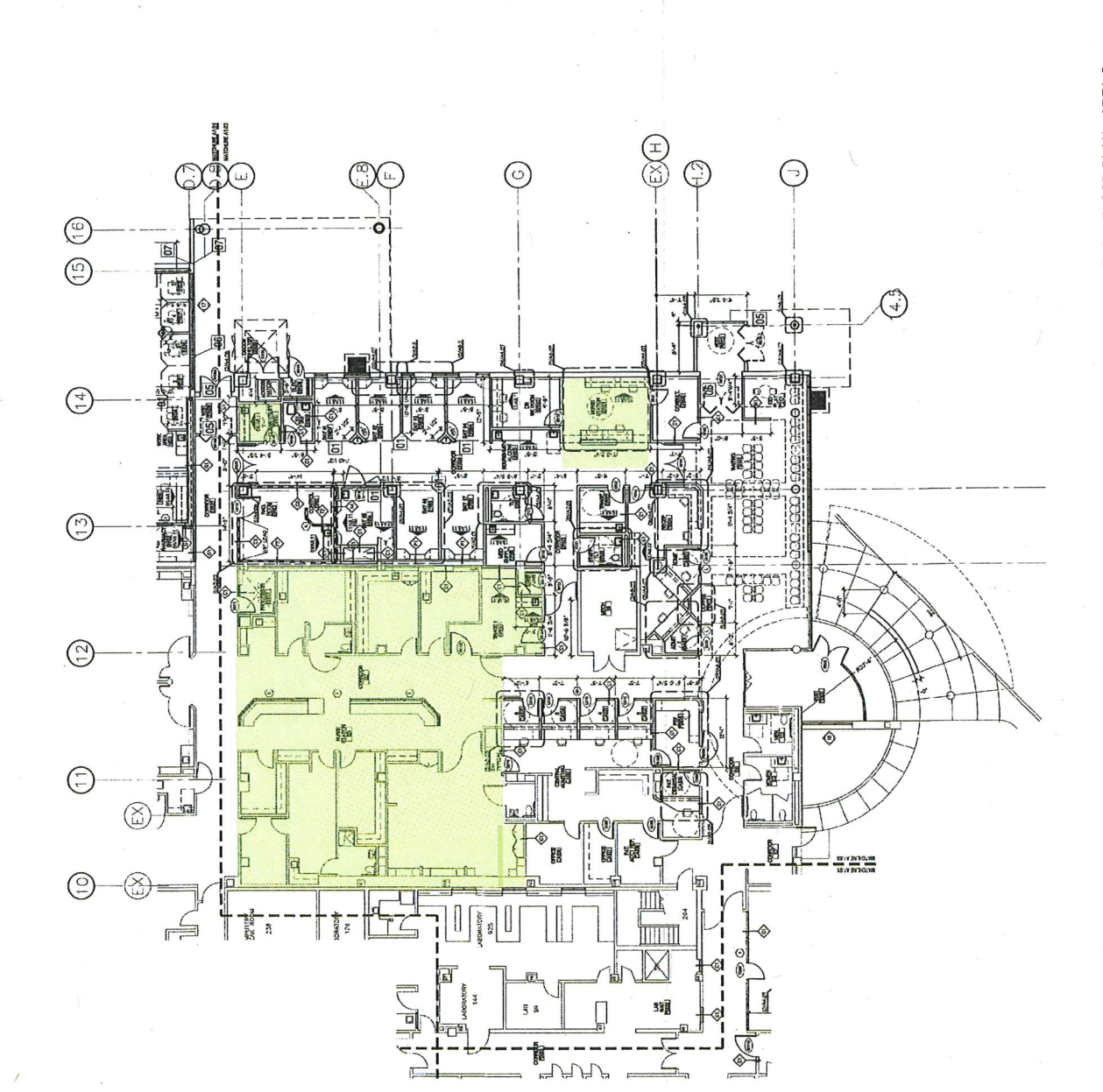
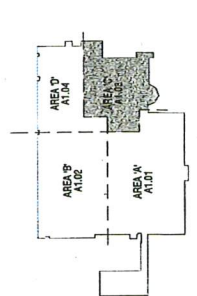
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE 2012 IRC, AS AMENDED BY THE CITY OF AUSTIN, TEXAS. ALL PERMITS SHALL BE OBTAINED FROM THE CITY OF AUSTIN, TEXAS. ALL PERMITS SHALL BE OBTAINED FROM THE CITY OF AUSTIN, TEXAS. ALL PERMITS SHALL BE OBTAINED FROM THE CITY OF AUSTIN, TEXAS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF AUSTIN, TEXAS. ALL PERMITS SHALL BE OBTAINED FROM THE CITY OF AUSTIN, TEXAS. ALL PERMITS SHALL BE OBTAINED FROM THE CITY OF AUSTIN, TEXAS.
3. CONTRACTOR TO VERIFY ALL ROOF DATA. ENCLOSED.
4. DIMENSIONS SHOWN ON THIS FLOOR PLAN ARE THE CENTER-TO-CENTER DIMENSIONS UNLESS OTHERWISE INDICATED OR NOTED.
5. WHERE ANY DIMENSION IS SHOWN AS A CENTER-TO-CENTER DIMENSION, THE CENTER-TO-CENTER DIMENSION SHALL BE SHOWN WITH THE CENTER-TO-CENTER DIMENSION LINE AND CENTER MARKS AT EACH END. ALL DIMENSIONS SHALL BE SHOWN IN FEET AND INCHES. ALL DIMENSIONS SHALL BE SHOWN TO THE NEAREST 1/8" UNLESS OTHERWISE INDICATED.
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**FLOOR PLAN LEGEND**

[Symbol]	NON-PARTITION
[Symbol]	EXISTING PARTITION
[Symbol]	GLASS WALL
[Symbol]	GLASS WALL WITH OPERABLE PANELS
[Symbol]	GLASS WALL WITH OPERABLE PANELS AND GLASS DOOR
[Symbol]	GLASS WALL WITH OPERABLE PANELS AND GLASS PARTITION
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- NOTES BY NUMBER**
01. SEE GENERAL NOTES FOR CONSTRUCTION CONDITIONS AND CONDITIONS.
  02. SEE GENERAL NOTES FOR CONSTRUCTION CONDITIONS AND CONDITIONS.
  03. SEE GENERAL NOTES FOR CONSTRUCTION CONDITIONS AND CONDITIONS.
  04. SEE GENERAL NOTES FOR CONSTRUCTION CONDITIONS AND CONDITIONS.
  05. SEE GENERAL NOTES FOR CONSTRUCTION CONDITIONS AND CONDITIONS.
  06. SEE GENERAL NOTES FOR CONSTRUCTION CONDITIONS AND CONDITIONS.

**KEYPLAN**



**01 FLOOR PLAN - AREA C**  
 SCALE: 1/8" = 1'-0"

**FLOOR PLAN GENERAL NOTES**

1. ALL NOTES REFER TO THE GENERAL NOTES, SEE ALL NOTES PERTAINING TO THIS SHEET FOR ADDITIONAL INFORMATION. ALL NOTES ARE TO BE READ IN CONJUNCTION WITH THE GENERAL NOTES.
2. THE CONTRACTOR SHALL VERIFY ALL NOTES AND CONDITIONS AND BE RESPONSIBLE FOR OBTAINING CLARIFICATION FROM THE ARCHITECT.
3. CONTRACTOR TO VERIFY ALL ROOM DIMENSIONS.
4. DIMENSIONS SHOWN ON THE FLOOR PLANS ARE MEASURED TO THE FACE OF THE WALL UNLESS OTHERWISE NOTED OR SPECIFIED.
5. MAKE SURE ALL ROOM PARTITIONS ARE A CONTINUATION OF AN EXISTING WALL UNLESS OTHERWISE NOTED OR SPECIFIED. MAKE SURE ALL WALLS ARE ALIGNED WITH THE FACE OF THE EXISTING WALL. MAKE SURE ALL WALLS ARE ALIGNED WITH THE FACE OF THE EXISTING WALL UNLESS OTHERWISE NOTED OR SPECIFIED.
6. CONTRACTOR TO VERIFY THE LOCATION AND ELEVATION OF ALL WALLS AND PARTITIONS. ALL WALLS SHALL BE CONSTRUCTED TO MATCH THE EXISTING WALLS UNLESS OTHERWISE NOTED OR SPECIFIED.
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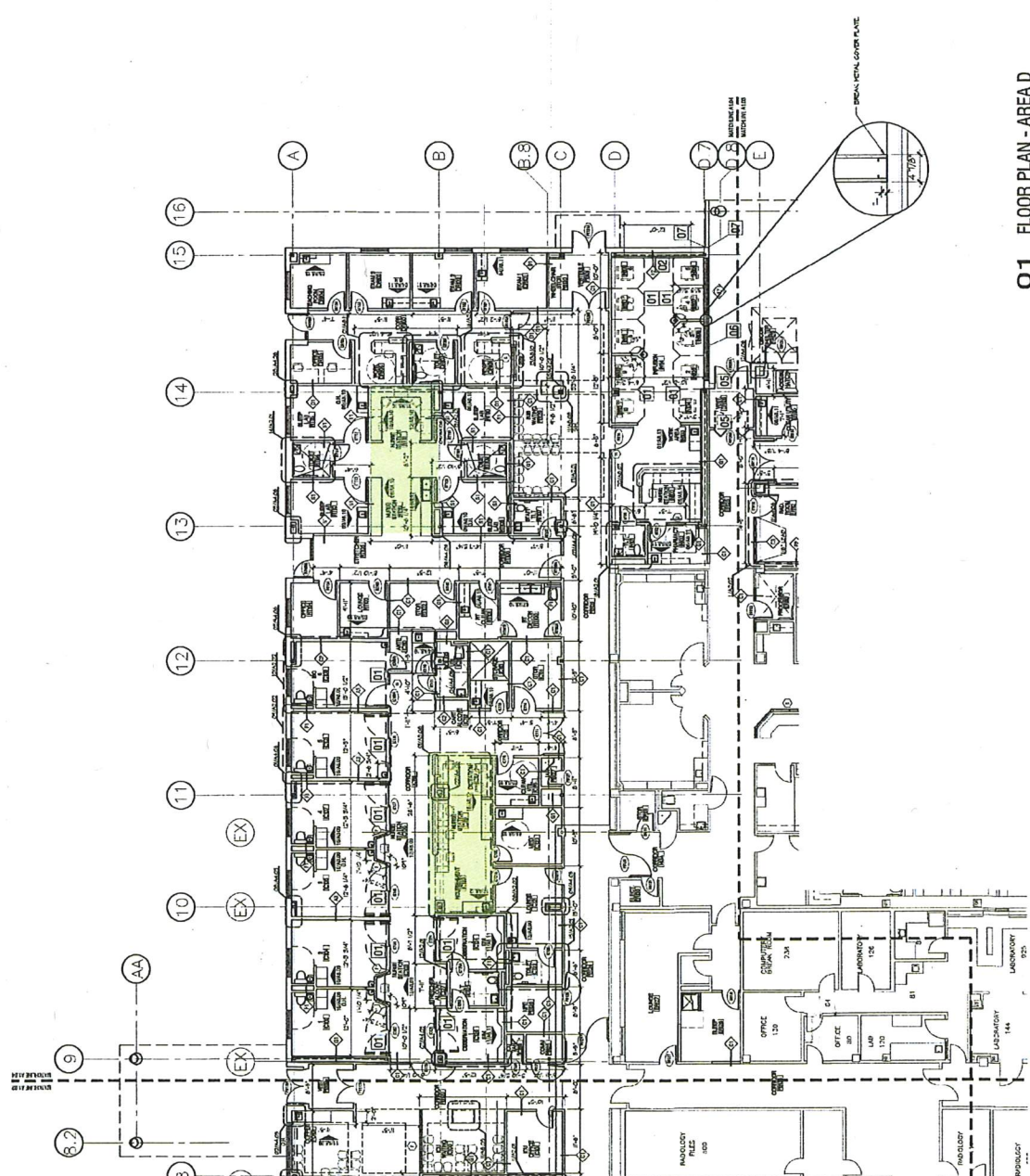
**FLOOR PLAN LEGEND**

NOT FINISHED  
 EXISTING PARTITION  
 EXISTING WALL  
 EXISTING DOOR  
 EXISTING WINDOW  
 EXISTING STAIR  
 EXISTING ELEVATOR  
 EXISTING MECHANICAL EQUIPMENT  
 EXISTING ELECTRICAL EQUIPMENT  
 EXISTING PLUMBING EQUIPMENT  
 EXISTING FIRE EQUIPMENT  
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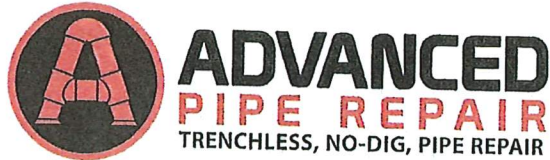
**NOTES BY NUMBER**

01. CHECK GENERAL NOTES.  
 02. VERIFY ALL WALLS ARE CONSTRUCTED TO MATCH THE EXISTING WALLS UNLESS OTHERWISE NOTED OR SPECIFIED.  
 03. VERIFY ALL DOORS ARE CONSTRUCTED TO MATCH THE EXISTING DOORS UNLESS OTHERWISE NOTED OR SPECIFIED.  
 04. VERIFY ALL WINDOWS ARE CONSTRUCTED TO MATCH THE EXISTING WINDOWS UNLESS OTHERWISE NOTED OR SPECIFIED.  
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 22. VERIFY ALL NURSING EQUIPMENT IS CONSTRUCTED TO MATCH THE EXISTING NURSING EQUIPMENT UNLESS OTHERWISE NOTED OR SPECIFIED.  
 23. VERIFY ALL SUPPORT EQUIPMENT IS CONSTRUCTED TO MATCH THE EXISTING SUPPORT EQUIPMENT UNLESS OTHERWISE NOTED OR SPECIFIED.  
 24. VERIFY ALL RESTROOM EQUIPMENT IS CONSTRUCTED TO MATCH THE EXISTING RESTROOM EQUIPMENT UNLESS OTHERWISE NOTED OR SPECIFIED.  
 25. VERIFY ALL BREAK ROOM EQUIPMENT IS CONSTRUCTED TO MATCH THE EXISTING BREAK ROOM EQUIPMENT UNLESS OTHERWISE NOTED OR SPECIFIED.

**KEY PLAN**



**O1 FLOOR PLAN - AREA D**  
 SCALE: 1/8" = 1'-0"



11870 FM 2932  
Forney, Texas 75126

*Pipe Rehabilitation Specialists*

214-273-3703  
800-468-7668

April 8, 2022

**APR completed 5 days of camera inspection on 2 different site visits to assess the current condition of the piping at Palo Pinto General Hospital 400 S.W. 25th Ave. Mineral Wells, Texas 76067.**

**Our site survey consisted of camera inspection of the 63 3-inch and 4-inch drain vent pipes on the main roof of the building. We created a map and numbered the drains to be easily identified. We also used a system to categorize the drains by priority level 1-3. Priority Level 1 being the highest priority and priority level 3 being the lowest. Priority Level 1 are drains that have heavy corrosion, pitting, and/or are currently blocked/clogged. Priority Level 2 drains are drains with heavy corrosion and pitting present but are not currently blocked/clogged. Priority Level 3 drains are drains that also have corrosion and pitting present, but less severe than the others.**

**Currently, 38 of the 63 drain vents are Priority Level 1 and are currently blocked/clogged. This accounts for over 60% of the pipes that were inspected. They are blocked with heavy corrosion that is falling off the pipe walls and piling up in the bends and elbows of the system. There are 11 of the 63 drain vents that are Priority Level 2. These pipes are not currently clogged but show heavy corrosion and pitting and could clog in the near future. 14 of the 63 drain vents are Priority Level 3. These drains are currently functioning, but also have corrosion present.**

**Our assessment of the vent/drain system is as follows:**

**The system presents with heavy corrosion and pitting throughout its entirety and is in poor condition and in desperate need of rehabilitation. The building is currently 57 years old. Cast iron piping has a maximum life expectancy of 50 years. This piping has already exceeded its lifespan and it is evident based on our inspections. If left as is this issue will continue to get worse and will result in catastrophic failure causing unnecessary expense, damage, and destruction. If this occurs the pipe will be dictating the repair schedule based on failures. Fortunately, at this time you still have options, and you are in control of the situation.**

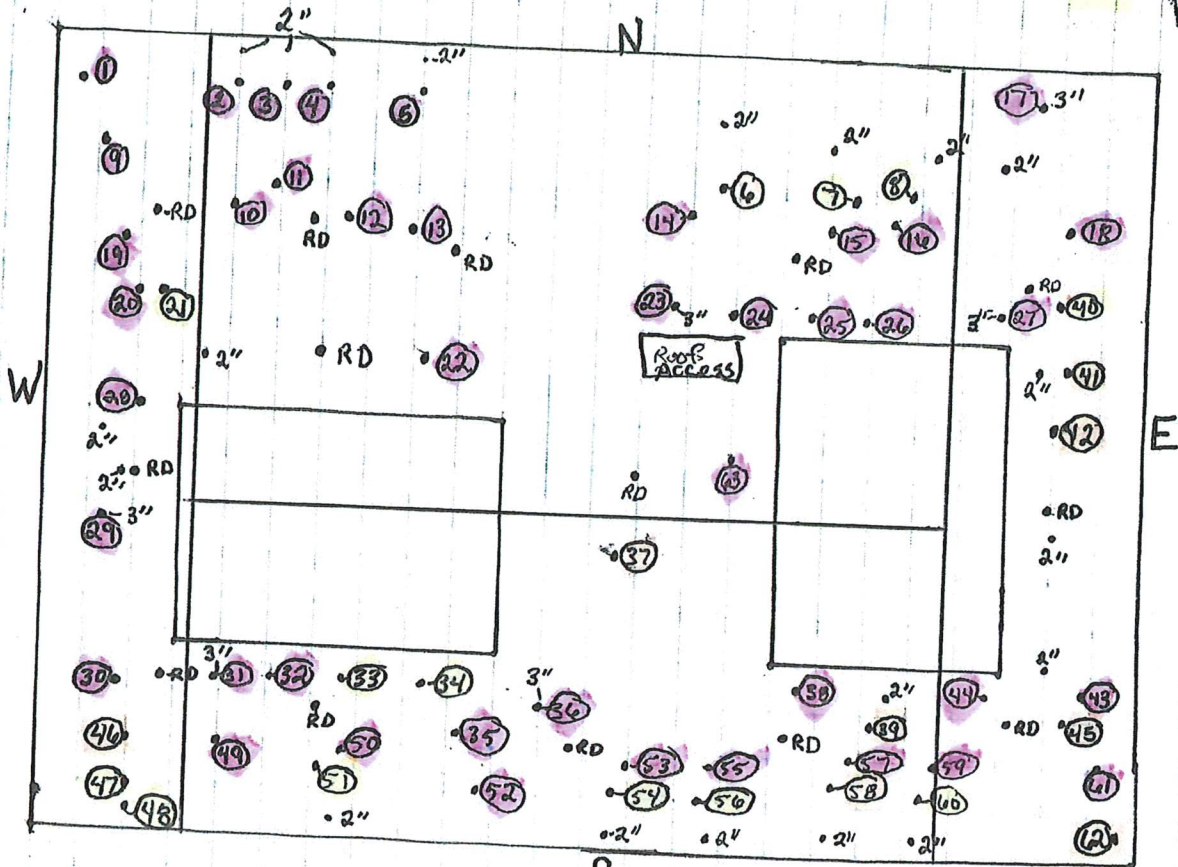
**We have broken the rooftop into 4 wings labeled as North, South, East, and West. The North wing is the highest priority; it has 20 vents, 17-PL1, 1-PL2, and 2-PL3. The South wing has 18 drains, 11-PL1, 2-PL2, and 5-PL3, The East wing has 13 drains, 7-PL1, 4-PL2, and 2 PL3, The West wing has 11 drains, 7-PL1, 1-PL2, 3-PL1. These are listed in order of highest priority. This was based on the percentage of pipes that are Priority Level 1 per wing. I have attached a map with corresponding labels for clarification.**

**If given the green light, we can be onsite as early as next Tuesday 4/11/ 2022 to begin clearing the blockages and prepping the pipes for rehabilitation. We appreciate your time and the opportunity to work together with the hospital to remedy these issues as soon as possible. Please let us know if you have any questions or concerns.**

Chris Blouin  
Operations Manager  
Advanced Pipe Repair, Inc.  
TX Office (214) 273.3703  
Cell (907) 268.0818

Priority Level

PL1  
PL2  
PL3



- 1) 13' 6" Blockage
- 2) 2' 8" water, 5' 4" Blockage
- 3) 2' 5" water, 12' Blockage
- 4) 2' 5" water, 12' 6" Blockages
- 5) 13' @ 90 Blockage / possible
- 6) 34' 7" to horizontal possible blockage
- 7) 35' to horizontal
- 8) 33' 8" to horizontal
- 9) 14' blockage
- 10) 13' blockage
- 11) 17' reduces to 2"
- 12) 13' blockage
- 13) 23' 4" blockage
- 14) 23' 4" blockage
- 15) 3' 6" @ 90 blockage
- 16) 27' blockage
- 17) 13' blockage
- 18) 13' blockage
- 19) 3' 6" water 13' blockage
- 20) 13' 6" blockage

- 21) 16' not able to push, bends inline
- 22) 13' blockage
- 23) 11' 6" blockage
- 24) 23' blockage
- 25) 25' blockage
- 26) 17' blockage
- 27) 16' blockage
- 28) 15' blockage
- 29) 26' blockage
- 30) 3' blockage
- 31) 21' blockage / debris
- 32) 34' to horizontal
- 33) 25' @ 90 not able to push
- 34) 30' 6" to horizontal
- 35) 16' blockage
- 36) 14' blockage
- 37) 27' @ horizontal turns to PVC
- 38) 13' 6" blockage
- 39) 4' slight debris @ 90, 39' to horiz.
- 40) 28' to horizontal
- 41) 27' to horiz
- 42) 27' to horiz
- 43) 13' metal Rail
- 44) 22' 6" block
- 45) scale 17' - 28' H
- 46) 3' debris @ 90, 26' 6" Horiz
- 47) 27' horiz. PVC
- 48) 27' to horiz
- 49) 14' blocked
- 50) 26' 6" Blocked @ horizontal
- 51) 30' to horiz.
- 52) 4' debris water 25' Bl. 26'
- 53) 14' 6" block
- 54) 25' to horiz
- 55) 17' 5" block
- 56) 25' to horiz
- 57) 17' blocked

58) 27' to horizontal

59) Debris @ 90 s.m., 17'5" blocked

60) 27' to horizontal

61) 13' blockage

62) 10' PVC pipe for 3', 13'6" Debris in line not able to push

63) 23' blocked





**ADVANCED**  
**PIPE REPAIR**  
 TRENCHLESS, NO-DIG, PIPE REPAIR

*Pipe Lining Specialists*

11870 FM 2932 Forney, TX 75126  
 REMIT TO ADDRESS: 11870 FM 2932  
 Forney, TX 75126  
 O: 214.273.3703 F: 847.746.4646

Name:	Palo Pinto General Hospital
Address	400 SW 25th Ave
City/St./Zip	Mineral Wells, TX. 76067
Phone	Dustin Acosta 940-328-6476

Quote No.	9109 <b>B</b>
Date	04/07/2022
Rep	Clayton Holland

**Description of Services**

APR will provide the necessary expertise, labor and equipment to perform Internal Pipeline Rehabilitation Services at: **400 SW 25th Ave**

This will include utilizing a mini televising system with color camera video inspection. The system will allow the pre-inspection to assure the line is clean prior to lining and post-televising inspection once the rehabilitation work is completed.

**APR will Rehabilitate approx 600 LF of 3 and 4 inch roof vent/drain in North Wing from existing openings by using CIPP (Cured-In-Place-Pipe) or Epoxy coating. This does not include excavations or reinstatements.**

The installation will include, but not limited to 100% solids epoxy resin-impregnated liner. The materials will be inverted and pressed tight against the existing pipes allowing resin to migrate into the voids, creating an air & watertight seal. The APR trenchless repairs will require minimal excavation. The repair materials will meet and/or exceed the required ASTM specification F1216 for Cured-In-Place-Pipe (CIPP). All materials have been third party tested and have a minimal life span of 50 years. The actual test results show a life span of close to 100 years.

**Supervision, Labor and Equipment Rates**

Provide the following Equipment and Labor:  
 Rehabilitation Pipelining Materials, Video Inspection Equipment, Rehabilitation Installation System, Installation Technicians, Installation Supervisor.

**Customer to Provide the Following:**

*The pipelining process requires ZERO water in the lines that are being rehabilitated. It is the customer's responsibility to make certain all water is turned off and all tenants are notified that no water is allowed in the line. If the lining process fails due to water being introduced to the line, the customer will be fully responsible for all related costs of removing the failed liner. APR REQUIRES ACCESS TO THE PIPELINE THROUGH AS MANY POINTS AS POSSIBLE AND ACCESS TO A WATER SOURCE. ANY AND ALL PLUMBING SERVICES ARE TO BE PROVIDED BY A QUALIFIED LICENSED PLUMBER. OUR WARRANTIES ARE SPECIFIC TO CIPP PRODUCTS AND INSTALLATION ONLY.*

**Total Charges For Trenchless Rehabilitation Scope Of Work \$ \$ 155,720.86**

**Effective Date, Invoice & Payment Terms**

Total charges do not include applicable sales tax. Pricing good for 30 days from date of this quote. 50% down payment required prior to work commencement. Balance of charges for services shall be paid in full at completion. 3% processing charge for credit card payments. Pricing is NOT based on a lineal price per foot. ALL dates for service are tentative and based on completion of previously scheduled projects

**Accepted and Agreed:**

\_\_\_\_\_  
 Name Date

## GENERAL CONDITIONS

Client shall arrange for and secure all necessary work and street permits, furnish adequate traffic control and barricades, police protection, flashers and signs where needed.

Advanced Pipe Repair will consist that a pipe in need of rehabilitation can be lined using CIPP if said line has been televised. Any untelevised footage of pipe can at best be surmised to be in similar condition as televised portions that are the same generation of pipe. If the situation arises that any untelevised footage of pipe is not in similar disrepair as televised portions, Advanced Pipe Repair shall not be held accountable for an inaccurate assumption. The initial quote provided is based on televised footage of pipe accompanied by proficient deductions made by Advanced Pipe Repair, and is subject to change if once the CIPP lining procedure has commenced, possible further damaged pipe lines are henceforth discoverable.

For compliance with local, state and federal regulations, client shall be responsible for notifying all utility companies or agencies having underground pipelines, telephone lines, electrical lines, or other buried structures of any kind which could be encountered by the work performed under this agreement, and shall be responsible for locating the underground facilities and plainly identifying their presence by marking the pavement or having a duly authorized representative of the owning utility or agency on site to identify the location.

## INSURANCE

Advanced Pipe Repair, Inc. will maintain Workers' Compensation, General Automobile Liability Insurance, and Commercial General Liability Insurance. Any additional insurance requirements will be billed at cost. Upon request by client, a certificate of insurance will be forwarded.

## WARRANTY

Advanced Pipe Repair, Inc. shall perform its services hereunder on a best professional effort basis, consistent with generally accepted industry standards, or in the absence of generally accepted standards, consistent with the state-of-the-art within the industry. Advanced Pipe Repair, Inc.'s liability in the event of defect, error, omission, or failure (collectively called "defect") in any of Advanced Pipe Repair services under this agreement shall be limited to defects arising out of its sole negligence and further limited to the correction of defects in Advanced Pipe Repair's original services, by Advanced Pipe Repair re-performing the defective portion of the services without additional cost to client, provided Advanced Pipe Repair is notified by client in writing of such defect at time of completion of Advanced Pipe Repair services under this agreement.

## INDEMNITY

Advanced Pipe Repair, Inc. hereby agrees to indemnify and save harmless client, its agents and employees, from and against all loss expense (including court costs and attorneys' fees) for damages due to personal injury, including death at any time resulting there from sustained by any person or persons, or on account of damage to property (other than property of client, for which client assumes responsibility) if and to the extent arising out of the negligence of Advanced Pipe Repair, Inc. Client hereby waives and shall require its insurers to waive subrogation against Advanced Pipe Repair, Inc. under any applicable policies of insurance.

## TERMINATION

Either party may terminate this Agreement by giving the other party forty eight (48) hours prior written notice of such termination. In such event, Advanced Pipe Repair shall be paid for all services and out of pocket expenses rendered to date of termination.

## LIMITATIONS

Notwithstanding anything in this agreement to the contrary, it is agreed that Advanced Pipe Repair, Inc. shall not be liable in any event for any indirect, special, incidental, or consequential damages suffered by client and arising out of the services performed hereunder. Indirect, special, incidental, or consequential damages as used herein shall include, but not limited to, business interruptions, loss of capital, loss of product, loss of profit, loss of use of any system or other property, or any other indirect, special, incidental, or consequential damages, whether arising in contract, tort (including negligence and strict liability), warranty, statute, or otherwise.

Liabilities, obligations, warranties, and remedies of the parties are exclusively those expressly set forth in this agreement and in lieu of any others available at law or otherwise. No other liabilities, obligations, or warranties are either expressed or implied. Releases from liability and limitations of liability set forth in this agreement shall apply notwithstanding the fault, negligence, or strict liability of the party released or whose liability is limited, and shall extend to directors, officers, employees, partners, and agents of such party.

## PRICING / BILLING / EXECUTION

Pricing is NOT based on a lineal price per foot.

Upon receipt of signed quote, position in schedule will be reserved tentatively.

50% deposit will be billed and materials will be ordered.

Materials received and verified correct.

Install date/ schedule will be provided.

Schedule is based on a first come first serve basis and completion of prior scheduled work.



**ADVANCED**  
**PIPE REPAIR**  
 TRENCHLESS, NO-DIG, PIPE REPAIR

**Pipe Lining Specialists**

11870 FM 2932 Forney, TX 75126  
 REMIT TO ADDRESS: 11870 FM 2932  
 Forney, TX 75126  
 O: 214.273.3703 F: 847.746.4646

Name:	Palo Pinto General Hospital
Address	400 SW 25th Ave
City/St./Zip	Mineral Wells, TX. 76067
Phone	Dustin Acosta 940-328-6476

Quote No.	9109 <i>A</i>
Date	04/07/2022
Rep	Clayton Holland

**Description of Services**

APR will provide the necessary expertise, labor and equipment to perform Internal Pipeline Rehabilitation Services at: **400 SW 25th Ave**

This will include utilizing a mini televising system with color camera video inspection. The system will allow the pre-inspection to assure the line is clean prior to lining and post-televising inspection once the rehabilitation work is completed.

**APR will Rehabilitate 63 roof vent/drain lines of 3 and 4 inch pipe approx. total of 1890 LF from existing openings by using CIPP (Cured-In-Place-Pipe) or Epoxy coating. This does not include excavations or reinstatements.**

The installation will include, but not limited to 100% solids epoxy resin-impregnated liner. The materials will be inverted and pressed tight against the existing pipes allowing resin to migrate into the voids, creating an air & watertight seal. The APR trenchless repairs will require minimal excavation. The repair materials will meet and/or exceed the required ASTM specification F1216 for Cured-In-Place-Pipe (CIPP). All materials have been third party tested and have a minimal life span of 50 years. The actual test results show a life span of close to 100 years.

**Supervision, Labor and Equipment Rates**

Provide the following Equipment and Labor:  
 Rehabilitation Pipelining Materials, Video Inspection Equipment, Rehabilitation Installation System, Installation Technicians, Installation Supervisor.

**Customer to Provide the Following:**

*The pipelining process requires ZERO water in the lines that are being rehabilitated. It is the customer's responsibility to make certain all water is turned off and all tenants are notified that no water is allowed in the line. If the lining process fails due to water being introduced to the line, the customer will be fully responsible for all related costs of removing the failed liner. APR REQUIRES ACCESS TO THE PIPELINE THROUGH AS MANY POINTS AS POSSIBLE AND ACCESS TO A WATER SOURCE. ANY AND ALL PLUMBING SERVICES ARE TO BE PROVIDED BY A QUALIFIED LICENSED PLUMBER. OUR WARRANTIES ARE SPECIFIC TO CIPP PRODUCTS AND INSTALLATION ONLY.*

**Total Charges For Trenchless Rehabilitation Scope Of Work \$ \$ 485,730.98**

**Effective Date, Invoice & Payment Terms**

Total charges do not include applicable sales tax. Pricing good for 30 days from date of this quote. 50% down payment required prior to work commencement. Balance of charges for services shall be paid in full at completion. 3% processing charge for credit card payments. Pricing is NOT based on a lineal price per foot. ALL dates for service are tentative and based on completion of previously scheduled projects

**Accepted and Agreed:**

\_\_\_\_\_  
 Name Date

## GENERAL CONDITIONS

Client shall arrange for and secure all necessary work and street permits, furnish adequate traffic control and barricades, police protection, flashers and signs where needed.

Advanced Pipe Repair will consist that a pipe in need of rehabilitation can be lined using CIPP if said line has been televised. Any untelevised footage of pipe can at best be surmised to be in similar condition as televised portions that are the same generation of pipe. If the situation arises that any untelevised footage of pipe is not in similar disrepair as televised portions, Advanced Pipe Repair shall not be held accountable for an inaccurate assumption. The initial quote provided is based on televised footage of pipe accompanied by proficient deductions made by Advanced Pipe Repair, and is subject to change if once the CIPP lining procedure has commenced, possible further damaged pipe lines are henceforth discoverable.

For compliance with local, state and federal regulations, client shall be responsible for notifying all utility companies or agencies having underground pipelines, telephone lines, electrical lines, or other buried structures of any kind which could be encountered by the work performed under this agreement, and shall be responsible for locating the underground facilities and plainly identifying their presence by marking the pavement or having a duly authorized representative of the owning utility or agency on site to identify the location.

## INSURANCE

Advanced Pipe Repair, Inc. will maintain Workers' Compensation, General Automobile Liability Insurance, and Commercial General Liability Insurance. Any additional insurance requirements will be billed at cost. Upon request by client, a certificate of insurance will be forwarded.

## WARRANTY

Advanced Pipe Repair, Inc. shall perform its services hereunder on a best professional effort basis, consistent with generally accepted industry standards, or in the absence of generally accepted standards, consistent with the state-of-the-art within the industry. Advanced Pipe Repair, Inc.'s liability in the event of defect, error, omission, or failure (collectively called "defect") in any of Advanced Pipe Repair services under this agreement shall be limited to defects arising out of its sole negligence and further limited to the correction of defects in Advanced Pipe Repair's original services, by Advanced Pipe Repair re-performing the defective portion of the services without additional cost to client, provided Advanced Pipe Repair is notified by client in writing of such defect at time of completion of Advanced Pipe Repair services under this agreement.

## INDEMNITY

Advanced Pipe Repair, Inc. hereby agrees to indemnify and save harmless client, its agents and employees, from and against all loss expense (including court costs and attorneys' fees) for damages due to personal injury, including death at any time resulting therefrom sustained by any person or persons, or on account of damage to property (other than property of client, for which client assumes responsibility) if and to the extent arising out of the negligence of Advanced Pipe Repair, Inc. Client hereby waives and shall require its insurers to waive subrogation against Advanced Pipe Repair, Inc. under any applicable policies of insurance.

## TERMINATION

Either party may terminate this Agreement by giving the other party forty eight (48) hours prior written notice of such termination. In such event, Advanced Pipe Repair shall be paid for all services and out of pocket expenses rendered to date of termination.

## LIMITATIONS

Notwithstanding anything in this agreement to the contrary, it is agreed that Advanced Pipe Repair, Inc. shall not be liable in any event for any indirect, special, incidental, or consequential damages suffered by client and arising out of the services performed hereunder. Indirect, special, incidental, or consequential damages as used herein shall include, but not limited to, business interruptions, loss of capital, loss of product, loss of profit, loss of use of any system or other property, or any other indirect, special, incidental, or consequential damages, whether arising in contract, tort (including negligence and strict liability), warranty, statute, or otherwise.

Liabilities, obligations, warranties, and remedies of the parties are exclusively those expressly set forth in this agreement and in lieu of any others available at law or otherwise. No other liabilities, obligations, or warranties are either expressed or implied. Releases from liability and limitations of liability set forth in this agreement shall apply notwithstanding the fault, negligence, or strict liability of the party released or whose liability is limited, and shall extend to directors, officers, employees, partners, and agents of such party.

## PRICING / BILLING / EXECUTION

Pricing is NOT based on a lineal price per foot.

Upon receipt of signed quote, position in schedule will be reserved tentatively.

50% deposit will be billed and materials will be ordered.

Materials received and verified correct.

Install date/ schedule will be provided.

Schedule is based on a first come first serve basis and completion of prior scheduled work.



**ADVANCED**  
**PIPE REPAIR**  
 TRENCHLESS, NO-DIG, PIPE REPAIR

**Pipe Lining Specialists**

11870 FM 2932 Forney, TX 75126  
 REMIT TO ADDRESS: 11870 FM 2932  
 Forney, TX 75126  
 O: 214.273.3703 F: 847.746.4646

Name:	Palo Pinto General Hospital
Address	400 SW 25th Ave
City/St./Zip	Mineral Wells, TX. 76067
Phone	Dustin Acosta 940-328-6476

Quote No.	9109 <i>E</i>
Date	04/07/2022
Rep	Clayton Holland

**Description of Services**

APR will provide the necessary expertise, labor and equipment to perform Internal Pipeline Rehabilitation Services at: **400 SW 25th Ave**

This will include utilizing a mini televising system with color camera video inspection. The system will allow the pre-inspection to assure the line is clean prior to lining and post-televising inspection once the rehabilitation work is completed.

**APR will Rehabilitate approx 360 LF of 3 and 4 inch roof vent/drain in West Wing from existing openings by using CIPP (Cured-In-Place-Pipe) or Epoxy coating. This does not include excavations or reinstatements.**

The installation will include, but not limited to 100% solids epoxy resin-impregnated liner. The materials will be inverted and pressed tight against the existing pipes allowing resin to migrate into the voids, creating an air & watertight seal. The APR trenchless repairs will require minimal excavation. The repair materials will meet and/or exceed the required ASTM specification F1216 for Cured-In-Place-Pipe (CIPP). All materials have been third party tested and have a minimal life span of 50 years. The actual test results show a life span of close to 100 years.

**Supervision, Labor and Equipment Rates**

Provide the following Equipment and Labor:  
 Rehabilitation Pipelining Materials, Video Inspection Equipment, Rehabilitation Installation System, Installation Technicians, Installation Supervisor.

**Customer to Provide the Following:**

*The pipelining process requires ZERO water in the lines that are being rehabilitated. It is the customer's responsibility to make certain all water is turned off and all tenants are notified that no water is allowed in the line. If the lining process fails due to water being introduced to the line, the customer will be fully responsible for all related costs of removing the failed liner. APR REQUIRES ACCESS TO THE PIPELINE THROUGH AS MANY POINTS AS POSSIBLE AND ACCESS TO A WATER SOURCE. ANY AND ALL PLUMBING SERVICES ARE TO BE PROVIDED BY A QUALIFIED LICENSED PLUMBER. OUR WARRANTIES ARE SPECIFIC TO CIPP PRODUCTS AND INSTALLATION ONLY.*

**Total Charges For Trenchless Rehabilitation Scope Of Work \$ \$ 94,020.79**

**Effective Date, Invoice & Payment Terms**

Total charges do not include applicable sales tax. Pricing good for 30 days from date of this quote. 50% down payment required prior to work commencement. Balance of charges for services shall be paid in full at completion. 3% processing charge for credit card payments. Pricing is NOT based on a lineal price per foot. ALL dates for service are tentative and based on completion of previously scheduled projects

**Accepted and Agreed:**

\_\_\_\_\_  
 Name Date

#### GENERAL CONDITIONS

Client shall arrange for and secure all necessary work and street permits, furnish adequate traffic control and barricades, police protection, flashers and signs where needed.

Advanced Pipe Repair will consist that a pipe in need of rehabilitation can be lined using CIPP if said line has been televised. Any untelevised footage of pipe can at best be surmised to be in similar condition as televised portions that are the same generation of pipe. If the situation arises that any untelevised footage of pipe is not in similar disrepair as televised portions, Advanced Pipe Repair shall not be held accountable for an inaccurate assumption. The initial quote provided is based on televised footage of pipe accompanied by proficient deductions made by Advanced Pipe Repair, and is subject to change if once the CIPP lining procedure has commenced, possible further damaged pipe lines are henceforth discoverable.

For compliance with local, state and federal regulations, client shall be responsible for notifying all utility companies or agencies having underground pipelines, telephone lines, electrical lines, or other buried structures of any kind which could be encountered by the work performed under this agreement, and shall be responsible for locating the underground facilities and plainly identifying their presence by marking the pavement or having a duly authorized representative of the owning utility or agency on site to identify the location.

#### INSURANCE

Advanced Pipe Repair, Inc. will maintain Workers' Compensation, General Automobile Liability Insurance, and Commercial General Liability Insurance. Any additional insurance requirements will be billed at cost. Upon request by client, a certificate of insurance will be forwarded.

#### WARRANTY

Advanced Pipe Repair, Inc. shall perform its services hereunder on a best professional effort basis, consistent with generally accepted industry standards, or in the absence of generally accepted standards, consistent with the state-of-the-art within the industry. Advanced Pipe Repair, Inc.'s liability in the event of defect, error, omission, or failure (collectively called "defect") in any of Advanced Pipe Repair services under this agreement shall be limited to defects arising out of its sole negligence and further limited to the correction of defects in Advanced Pipe Repair's original services, by Advanced Pipe Repair re-performing the defective portion of the services without additional cost to client, provided Advanced Pipe Repair is notified by client in writing of such defect at time of completion of Advanced Pipe Repair services under this agreement.

#### INDEMNITY

Advanced Pipe Repair, Inc. hereby agrees to indemnify and save harmless client, its agents and employees, from and against all loss expense (including court costs and attorneys' fees) for damages due to personal injury, including death at any time resulting there from sustained by any person or persons, or on account of damage to property (other than property of client, for which client assumes responsibility) if and to the extent arising out of the negligence of Advanced Pipe Repair, Inc. Client hereby waives and shall require its insurers to waive subrogation against Advanced Pipe Repair, Inc. under any applicable policies of insurance.

#### TERMINATION

Either party may terminate this Agreement by giving the other party forty eight (48) hours prior written notice of such termination. In such event, Advanced Pipe Repair shall be paid for all services and out of pocket expenses rendered to date of termination.

#### LIMITATIONS

Notwithstanding anything in this agreement to the contrary, it is agreed that Advanced Pipe Repair, Inc. shall not be liable in any event for any indirect, special, incidental, or consequential damages suffered by client and arising out of the services performed hereunder. Indirect, special, incidental, or consequential damages as used herein shall include, but not limited to, business interruptions, loss of capital, loss of product, loss of profit, loss of use of any system or other property, or any other indirect, special, incidental, or consequential damages, whether arising in contract, tort (including negligence and strict liability), warranty, statute, or otherwise.

Liabilities, obligations, warranties, and remedies of the parties are exclusively those expressly set forth in this agreement and in lieu of any others available at law or otherwise. No other liabilities, obligations, or warranties are either expressed or implied. Releases from liability and limitations of liability set forth in this agreement shall apply notwithstanding the fault, negligence, or strict liability of the party released or whose liability is limited, and shall extend to directors, officers, employees, partners, and agents of such party.

#### PRICING / BILLING / EXECUTION

Pricing is NOT based on a lineal price per foot.

Upon receipt of signed quote, position in schedule will be reserved tentatively.

50% deposit will be billed and materials will be ordered.

Materials received and verified correct.

Install date/ schedule will be provided.

Schedule is based on a first come first serve basis and completion of prior scheduled work.



**ADVANCED  
PIPE REPAIR**  
TRENCHLESS, NO-DIG, PIPE REPAIR

**Pipe Lining Specialists**

11870 FM 2932 Forney, TX 75126  
**REMIT TO ADDRESS: 11870 FM 2932  
 Forney, TX 75126**  
 O: 214.273.3703 F: 847.746.4646

Name:	Palo Pinto General Hospital
Address	400 SW 25th Ave
City/St./Zip	Mineral Wells, TX. 76067
Phone	Dustin Acosta 940-328-6476

Quote No.	9109 <b>C</b>
Date	04/07/2022
Rep	Clayton Holland

**Description of Services**

APR will provide the necessary expertise, labor and equipment to perform Internal Pipeline Rehabilitation Services at: **400 SW 25th Ave**

This will include utilizing a mini televising system with color camera video inspection. The system will allow the pre-inspection to assure the line is clean prior to lining and post-televising inspection once the rehabilitation work is completed.

**APR will Rehabilitate approx 540 LF of 3 and 4 inch roof vent/drain in South Wing from existing openings by using CIPP (Cured-In-Place-Pipe) or Epoxy coating. This does not include excavations or reinstatements.**

The installation will include, but not limited to 100% solids epoxy resin-impregnated liner. The materials will be inverted and pressed tight against the existing pipes allowing resin to migrate into the voids, creating an air & watertight seal. The APR trenchless repairs will require minimal excavation. The repair materials will meet and/or exceed the required ASTM specification F1216 for Cured-In-Place-Pipe (CIPP). All materials have been third party tested and have a minimal life span of 50 years. The actual test results show a life span of close to 100 years.

**Supervision, Labor and Equipment Rates**

Provide the following Equipment and Labor:  
 Rehabilitation Pipelining Materials, Video Inspection Equipment, Rehabilitation Installation System, Installation Technicians, Installation Supervisor.

**Customer to Provide the Following:**

*The pipelining process requires ZERO water in the lines that are being rehabilitated. It is the customer's responsibility to make certain all water is turned off and all tenants are notified that no water is allowed in the line. If the lining process fails due to water being introduced to the line, the customer will be fully responsible for all related costs of removing the failed liner. APR REQUIRES ACCESS TO THE PIPELINE THROUGH AS MANY POINTS AS POSSIBLE AND ACCESS TO A WATER SOURCE. ANY AND ALL PLUMBING SERVICES ARE TO BE PROVIDED BY A QUALIFIED LICENSED PLUMBER. OUR WARRANTIES ARE SPECIFIC TO CIPP PRODUCTS AND INSTALLATION ONLY.*

**Total Charges For Trenchless Rehabilitation Scope Of Work \$ \$ 140,280.49**

**Effective Date, Invoice & Payment Terms**

Total charges do not include applicable sales tax. Pricing good for 30 days from date of this quote. 50% down payment required prior to work commencement. Balance of charges for services shall be paid in full at completion. 3% processing charge for credit card payments. Pricing is NOT based on a lineal price per foot. ALL dates for service are tentative and based on completion of previously scheduled projects

**Accepted and Agreed:**

\_\_\_\_\_  
 Name Date

#### GENERAL CONDITIONS

Client shall arrange for and secure all necessary work and street permits, furnish adequate traffic control and barricades, police protection, flashers and signs where needed.

Advanced Pipe Repair will consist that a pipe in need of rehabilitation can be lined using CIPP if said line has been televised. Any untelevised footage of pipe can at best be surmised to be in similar condition as televised portions that are the same generation of pipe. If the situation arises that any untelevised footage of pipe is not in similar disrepair as televised portions, Advanced Pipe Repair shall not be held accountable for an inaccurate assumption. The initial quote provided is based on televised footage of pipe accompanied by proficient deductions made by Advanced Pipe Repair, and is subject to change if once the CIPP lining procedure has commenced, possible further damaged pipe lines are henceforth discoverable.

For compliance with local, state and federal regulations, client shall be responsible for notifying all utility companies or agencies having underground pipelines, telephone lines, electrical lines, or other buried structures of any kind which could be encountered by the work performed under this agreement, and shall be responsible for locating the underground facilities and plainly identifying their presence by marking the pavement or having a duly authorized representative of the owning utility or agency on site to identify the location.

#### INSURANCE

Advanced Pipe Repair, Inc. will maintain Workers' Compensation, General Automobile Liability Insurance, and Commercial General Liability Insurance. Any additional insurance requirements will be billed at cost. Upon request by client, a certificate of insurance will be forwarded.

#### WARRANTY

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#### INDEMNITY

Advanced Pipe Repair, Inc. hereby agrees to indemnify and save harmless client, its agents and employees, from and against all loss expense (including court costs and attorneys' fees) for damages due to personal injury, including death at any time resulting therefrom sustained by any person or persons, or on account of damage to property (other than property of client, for which client assumes responsibility) if and to the extent arising out of the negligence of Advanced Pipe Repair, Inc. Client hereby waives and shall require its insurers to waive subrogation against Advanced Pipe Repair, Inc. under any applicable policies of insurance.

#### TERMINATION

Either party may terminate this Agreement by giving the other party forty eight (48) hours prior written notice of such termination. In such event, Advanced Pipe Repair shall be paid for all services and out of pocket expenses rendered to date of termination.

#### LIMITATIONS

Notwithstanding anything in this agreement to the contrary, it is agreed that Advanced Pipe Repair, Inc. shall not be liable in any event for any indirect, special, incidental, or consequential damages suffered by client and arising out of the services performed hereunder. Indirect, special, incidental, or consequential damages as used herein shall include, but not limited to, business interruptions, loss of capital, loss of product, loss of profit, loss of use of any system or other property, or any other indirect, special, incidental, or consequential damages, whether arising in contract, tort (including negligence and strict liability), warranty, statute, or otherwise.

Liabilities, obligations, warranties, and remedies of the parties are exclusively those expressly set forth in this agreement and in lieu of any others available at law or otherwise. No other liabilities, obligations, or warranties are either expressed or implied. Releases from liability and limitations of liability set forth in this agreement shall apply notwithstanding the fault, negligence, or strict liability of the party released or whose liability is limited, and shall extend to directors, officers, employees, partners, and agents of such party.

#### PRICING / BILLING / EXECUTION

Pricing is NOT based on a lineal price per foot.

Upon receipt of signed quote, position in schedule will be reserved tentatively.

50% deposit will be billed and materials will be ordered.

Materials received and verified correct.

Install date/ schedule will be provided.

Schedule is based on a first come first serve basis and completion of prior scheduled work.





**ADVANCED**  
**PIPE REPAIR**  
 TRENCHLESS, NO-DIG, PIPE REPAIR

**Pipe Lining Specialists**

11870 FM 2932 Forney, TX 75126  
 REMIT TO ADDRESS: 11870 FM 2932  
 Forney, TX 75126  
 O: 214.273.3703 F: 847.746.4646

Name:	Palo Pinto General Hospital
Address	400 SW 25th Ave
City/St./Zip	Mineral Wells, TX. 76067
Phone	Dustin Acosta 940-328-6476

Quote No.	9109 <b>D</b>
Date	04/07/2022
Rep	Clayton Holland

**Description of Services**

APR will provide the necessary expertise, labor and equipment to perform Internal Pipeline Rehabilitation Services at: **400 SW 25th Ave**

This will include utilizing a mini televising system with color camera video inspection. The system will allow the pre-inspection to assure the line is clean prior to lining and post-televising inspection once the rehabilitation work is completed.

**APR will Rehabilitate approx 390 LF of 3 and 4 inch roof vent/drain in East Wing from existing openings by using CIPP (Cured-In-Place-Pipe) or Epoxy coating. This does not include excavations or reinstatements.**

The installation will include, but not limited to 100% solids epoxy resin-impregnated liner. The materials will be inverted and pressed tight against the existing pipes allowing resin to migrate into the voids, creating an air & watertight seal. The APR trenchless repairs will require minimal excavation. The repair materials will meet and/or exceed the required ASTM specification F1216 for Cured-In-Place-Pipe (CIPP). All materials have been third party tested and have a minimal life span of 50 years. The actual test results show a life span of close to 100 years.

**Supervision, Labor and Equipment Rates**

Provide the following Equipment and Labor:  
 Rehabilitation Pipelining Materials, Video Inspection Equipment, Rehabilitation Installation System, Installation Technicians, Installation Supervisor.

**Customer to Provide the Following:**

*The pipelining process requires ZERO water in the lines that are being rehabilitated. It is the customer's responsibility to make certain all water is turned off and all tenants are notified that no water is allowed in the line. If the lining process fails due to water being introduced to the line, the customer will be fully responsible for all related costs of removing the failed liner. APR REQUIRES ACCESS TO THE PIPELINE THROUGH AS MANY POINTS AS POSSIBLE AND ACCESS TO A WATER SOURCE. ANY AND ALL PLUMBING SERVICES ARE TO BE PROVIDED BY A QUALIFIED LICENSED PLUMBER. OUR WARRANTIES ARE SPECIFIC TO CIPP PRODUCTS AND INSTALLATION ONLY.*

**Total Charges For Trenchless Rehabilitation Scope Of Work \$ \$ 101,730.00**

**Effective Date, Invoice & Payment Terms**

Total charges do not include applicable sales tax. Pricing good for 30 days from date of this quote. 50% down payment required prior to work commencement. Balance of charges for services shall be paid in full at completion. 3% processing charge for credit card payments. Pricing is NOT based on a lineal price per foot. ALL dates for service are tentative and based on completion of previously scheduled projects

**Accepted and Agreed:**

\_\_\_\_\_  
 Name Date

## GENERAL CONDITIONS

Client shall arrange for and secure all necessary work and street permits, furnish adequate traffic control and barricades, police protection, flashers and signs where needed.

Advanced Pipe Repair will consist that a pipe in need of rehabilitation can be lined using CIPP if said line has been televised. Any untelevised footage of pipe can at best be surmised to be in similar condition as televised portions that are the same generation of pipe. If the situation arises that any untelevised footage of pipe is not in similar disrepair as televised portions, Advanced Pipe Repair shall not be held accountable for an inaccurate assumption. The initial quote provided is based on televised footage of pipe accompanied by proficient deductions made by Advanced Pipe Repair, and is subject to change if once the CIPP lining procedure has commenced, possible further damaged pipe lines are henceforth discoverable.

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## INSURANCE

Advanced Pipe Repair, Inc. will maintain Workers' Compensation, General Automobile Liability Insurance, and Commercial General Liability Insurance. Any additional insurance requirements will be billed at cost. Upon request by client, a certificate of insurance will be forwarded.

## WARRANTY

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## INDEMNITY

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## TERMINATION

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## LIMITATIONS

Notwithstanding anything in this agreement to the contrary, it is agreed that Advanced Pipe Repair, Inc. shall not be liable in any event for any indirect, special, incidental, or consequential damages suffered by client and arising out of the services performed hereunder. Indirect, special, incidental, or consequential damages as used herein shall include, but not limited to, business interruptions, loss of capital, loss of product, loss of profit, loss of use of any system or other property, or any other indirect, special, incidental, or consequential damages, whether arising in contract, tort (including negligence and strict liability), warranty, statute, or otherwise.

Liabilities, obligations, warranties, and remedies of the parties are exclusively those expressly set forth in this agreement and in lieu of any others available at law or otherwise. No other liabilities, obligations, or warranties are either expressed or implied. Releases from liability and limitations of liability set forth in this agreement shall apply notwithstanding the fault, negligence, or strict liability of the party released or whose liability is limited, and shall extend to directors, officers, employees, partners, and agents of such party.

## PRICING / BILLING / EXECUTION

Pricing is NOT based on a lineal price per foot.

Upon receipt of signed quote, position in schedule will be reserved tentatively.

50% deposit will be billed and materials will be ordered.

Materials received and verified correct.

Install date/ schedule will be provided.

Schedule is based on a first come first serve basis and completion of prior scheduled work.

**ConsensusDocs® 205**

**STANDARD SHORT FORM AGREEMENT BETWEEN OWNER AND CONSTRUCTOR  
(Lump Sum Price)**

This Agreement is made this 21 day of April 2022, by and between

OWNER, Palo Pinto General Hospital, 400 SW 25<sup>th</sup> Ave., Mineral Wells, Texas 76067

And

CONSTRUCTOR, TDIndustries, Inc.

Tax identification number (TIN) 26-0464612. Contractor License No. TACLA17611C

Owner and Constructor are collectively the "Parties."

PROJECT: Palo Pinto General Hospital- Sub-cooling Upgrade - Certus Project No. 500021048

Design Professional: Certus Consulting Engineers, 14901 Quorum Drive, Suite 66, Dallas, TX 75254

**ARTICLE 1 THE WORK**

THE WORK Constructor shall use its diligent efforts to perform the "Work," as described in Exhibit A, in an expeditious manner consistent with the Contract Documents. Constructor shall provide all labor, materials, equipment, and services necessary to complete the Work in full accord with and reasonably inferable from the Contract Documents.

**ARTICLE 2 PRICE**

PRICE As full compensation for performance by Constructor of the Work, Owner shall pay Constructor the lump sum pricing of Nine Hundred Seventy-three Thousand Seven Hundred Eighty-five (973,785.00). The lump sum price, "Contract Price," is subject to adjustment as provided in this Agreement.

**ARTICLE 3 EXHIBITS**

EXHIBITS The following attached exhibits are made part of this Agreement:

- (a) Exhibit A: The Work, Clarifications, and Exclusions, dated 14/21/2022, 8 pages.
- (b) Exhibit B: Contract Documents.

**ARTICLE 4 ETHICS**

ETHICS Each Party shall perform their obligations with integrity. Each shall: (a) avoid conflicts of interest; (b) promptly disclose to the other Party any conflicts that arise; and (c) warrant that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, and employees, subcontractors, suppliers, or others to secure preferential treatment.

**ARTICLE 5 CONSTRUCTOR'S RESPONSIBILITIES**

5.1 CONSTRUCTOR'S RESPONSIBILITIES Constructor shall be responsible for supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized, unless the Contract Documents give other specific instructions.

5.1.1 Except for permits and fees that are the responsibility of Owner pursuant to this Agreement, Constructor shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work.

5.1.2 Constructor shall pay all applicable taxes for the Work provided by Constructor.

5.1.3 Owner may elect to perform work at the Worksite directly or by others retained by Owner. The Parties shall coordinate the activities of all forces at the Worksite and shall agree upon fair and reasonable schedules and operational procedures for Worksite activities. Owner shall require each separate contractor to cooperate with Constructor and to assist with the coordination of activities and the review of construction schedules and operations. Contract Price and Contract Time may be equitably adjusted in accordance with this Agreement for changes made necessary by the coordination of construction activities, and the construction schedule shall be revised accordingly.

5.1.4 Before commencing the Work, Constructor shall examine and compare the drawings and specifications with information furnished in the Contract Documents; relevant field measurements made by Constructor; and any visible conditions at the Worksite affecting the Work.

5.1.5 COMPLIANCE WITH LAWS Constructor shall comply with all laws at its own costs. Constructor shall be liable to Owner for all loss, cost, or expense, attributable to any acts or omissions by Constructor, its employees, subcontractors, suppliers, and agents for failure to comply with laws, including fines, penalties, or corrective measures.

#### 5.1.6 WARRANTY

5.1.6.1 Constructor warrants that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. Constructor further warrants that the Work will be free from material defects not intrinsic in the design or materials required in the Contract Documents. Constructor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by Owner or others retained by Owner, or abuse.

5.1.6.2 If, prior to the Date of Substantial Completion and within one year after the date of Substantial Completion of the Work, any portion of the Work is found to be not in conformance with the Contract Documents ("Defective Work"), Owner shall promptly notify Constructor in writing. Unless Owner provides written acceptance of the condition, Constructor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible.

5.1.7 SAFETY Constructor shall have overall responsibility for safety precautions and programs in the performance of the Work, except that Constructor's subcontractors shall also be responsible for the safety of persons or property in the performance of their work, and for compliance with the provisions of laws. Constructor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect its employees and other persons at the Worksite; materials and equipment stored at on-site or off-site locations for use in the Work; and property located at the Worksite and adjacent to Work areas, whether or not the property is part of the Work.

5.1.8 HAZARDOUS MATERIALS A Hazardous Material is any substance or material identified now or in the future as hazardous under any federal, state, or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling,

disposal, or clean-up. Constructor shall not be obligated to commence or continue work until any Hazardous Material discovered at the Worksite has been removed, or rendered or determined to be harmless by Owner as certified by an independent testing laboratory and approved by the appropriate government agency. If Constructor incurs additional costs or is delayed due to the presence or remediation of Hazardous Material, Constructor shall be entitled to an equitable adjustment in the Contract Price or the Contract Time.

5.1.9 MATERIALS BROUGHT TO THE WORKSITE Constructor shall be responsible for the proper delivery, handling, application, storage, removal, and disposal of all materials and substances brought to the Worksite by Constructor in accordance with the Contract Documents and used or consumed in the performance of the Work.

5.1.10 SUBMITTALS Constructor shall submit to Owner and Design Professional for review and approval all shop drawings, samples, product data, and similar submittals required by the Contract Documents. Submittals may be submitted in electronic form if required by §6.1.5. Constructor shall be responsible to Owner for the accuracy and conformity of its submittals to the Contract Documents. Constructor shall prepare and deliver its submittals to Owner and Design Professional in a manner consistent with the Schedule of the Work and in such time and sequence so as not to delay the performance of the Work or the work of Owner and others retained by Owner. Constructor submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Contract Documents. The approval of any Constructor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Contract Documents unless a Change Order or Interim Directive specifically authorizes such deviation, substitution, or change. To the extent a change, deviation, or substitution causes an impact to the Contract Price or Contract Time, such approval shall be memorialized in a Change Order no later than seven (7) Days following approval by Owner. Neither Owner nor Design Professional shall make any change, deviation, or substitution through the submittal process without specifically identifying and authorizing such deviation to Constructor. Owner shall be responsible for review and approval of submittals with reasonable promptness to avoid causing delay. Constructor shall perform all Work strictly in accordance with approved submittals. Owner's approval does not relieve Constructor from responsibility for Defective Work resulting from errors or omissions of any kind on the approved shop drawings.

5.1.11 CONCEALED OR UNKNOWN SITE CONDITIONS If a condition encountered at the Worksite is (a) a subsurface or other physical condition which is materially different from those indicated in the Contract Documents, or (b) an unusual and unknown physical condition which is materially different from conditions ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents, Constructor shall stop Work and give prompt written notice of the condition to Owner and Design Professional. Owner shall investigate and then issue an Interim Directive specifying the extent to which Owner agrees that a concealed or unknown condition exists and directing how Constructor is to proceed. Constructor shall not be required to perform any Work relating to the condition without the written mutual agreement of the Parties. Any change in the Contract Price or Contract Time as a result of the unknown condition shall be made by Change Order.

5.1.12 CUTTING, FITTING, AND PATCHING Constructor shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of Owner or others retained by Owner.

5.1.13 CLEANING UP Constructor shall regularly remove debris and waste materials at the Worksite resulting from the Work. Prior to discontinuing Work in an area, Constructor shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Constructor shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Constructor shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.

## **ARTICLE 6 OWNER'S RESPONSIBILITIES**

6.1 OWNER'S RESPONSIBILITIES Any information or services to be provided by Owner shall be provided in a timely manner. Owner and Design Professional shall review and return submittals and/or RFIs within 3 working days from time of submission by Constructor.

6.1.1 **FINANCIAL INFORMATION** Before commencing the Work and thereafter at the written request of Constructor, Owner shall provide Constructor with evidence of Project financing. Evidence of such financing shall be a condition precedent to Constructor's commencing or continuing the Work. Constructor shall be notified prior to any material change in Project financing.

6.1.2 **WORKSITE INFORMATION** To the extent Owner has obtained, or is required to obtain the following Worksite information, then Owner shall provide Constructor the following:

6.1.2.1 information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, data, or drawings depicting existing conditions, subsurface, and environmental studies, reports, and investigations;

6.1.2.2 tests, inspections, and other reports dealing with environmental matters, hazardous material, and other existing conditions, including structural, mechanical, and chemical tests required by the Contract Documents or by law;

6.1.2.3 the limits of Pollution Liability Insurance covering the Worksite held by Owner; and any other information or services requested in writing by Constructor which are required for Constructor's performance of the Work and under Owner's control.

6.1.3 **MECHANICS AND CONSTRUCTION LIEN INFORMATION** Within seven (7) Days after receiving Constructor's written request, Owner shall provide Constructor with the information necessary to give notice of or enforce mechanics lien rights and, where applicable, stop notices. This information shall include Owner's interest in the real property on which the Project is located and the record legal title.

6.1.4 **BUILDING PERMIT, FEES, AND APPROVALS** Except for those required of Constructor pursuant to this Agreement, Owner shall secure and pay for all other permits, approvals, easements, assessments, and fees required for the development, construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, including the building permit.

6.1.5 **DOCUMENTS IN ELECTRONIC FORM** If Owner requires that Owner, Design Professional, and Constructor exchange documents and data in electronic or digital form, before any such exchange, Owner, Design Professional, and Constructor shall agree on and follow a written protocol governing all exchanges in ConsensusDocs 200.2 or a separate addendum.

## **ARTICLE 7 SUBCONTRACTS**

**SUBCONTRACTS** Constructor agrees to bind every subcontractor and supplier (and require every subcontractor to so bind its subcontractors and suppliers) to all the provisions of this Agreement and the Contract Documents as they apply to the subcontractor's and supplier's portions of the Work.

## **ARTICLE 8 CONTRACT TIME**

8.1 **DATE OF COMMENCEMENT** The Date of Commencement is the Agreement date on page one, unless otherwise set forth below: 5/1/2022.

8.2 **TIME** Substantial Completion of the Work shall be achieved in Three Hundred Eight (308) Days from the Date of Commencement. Unless otherwise specified in the Certificate of Substantial Completion, the Work shall be finally complete within Thirty (30) Days after the date of Substantial Completion, subject to adjustments as provided for in the Contract Documents. Time is of the essence for obligations of the Contract Documents.

## **ARTICLE 9 SCHEDULE OF THE WORK**

9.1 SCHEDULE OF THE WORK Before submitting its first application for payment, Constructor shall submit to Owner, and if directed, to Design Professional, a Schedule of the Work showing the dates on which Constructor plans to begin and to complete various parts of the Work, including dates on which information and approvals are required from Owner.

9.1.1 Owner may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the Schedule of the Work. Owner may require Constructor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by Owner or others. If Constructor subsequently incurs costs or is delayed, Constructor may seek equitable adjustment in the Contract Price and Contract Time under this Agreement.

## **ARTICLE 10 DELAYS AND EXTENSIONS OF TIME**

10.1 If Constructor is delayed at any time in the commencement or progress of the Work by any cause beyond the control of Constructor, Constructor shall be entitled to an equitable extension of the Contract Time. Examples of causes beyond the control of Constructor include, but are not limited to, the following: (a) acts or omissions of Owner, Design Professional, or others; (b) changes in the Work or the sequencing of the Work ordered by Owner or arising from an Owner decision that impacts Contract Time; (c) encountering Hazardous Materials, or concealed and unknown conditions; (d) delay authorized by Owner pending dispute resolution or suspension by Owner; (e) transportation delays not reasonably foreseeable; (f) labor disputes not involving Constructor; (g) general labor disputes impacting the Project but not specifically related to the Worksite; (h) fire; (i) terrorism, (j) epidemics, (k) adverse governmental actions, (l) unavoidable accidents or circumstances; (m) adverse weather conditions not reasonably anticipated. Constructor shall process any requests for equitable extensions of Contract Time in accordance with the provisions of ARTICLE 12.

10.2 In addition, if Constructor incurs additional costs as a result of a delay that is caused by items (a) through (d) in §10.1, Constructor may be entitled to an equitable adjustment in the Contract Price subject to ARTICLE 12

10.3 In the event delays to the Work are encountered for any reason, Constructor shall provide prompt written notice to Owner of the cause of such delays after Constructor first recognizes the delay. The Parties each agree to undertake reasonable steps to mitigate the effect of such delays.

10.4 NOTICE OF DELAY CLAIMS If Constructor requests an equitable extension of the Contract Time or an equitable adjustment in the Contract Price as a result of a delay, Constructor shall give Owner written notice of the claim. If Constructor causes delay in the completion of the Work, Owner shall be entitled to recover its additional costs, subject to ARTICLE 17.

## **ARTICLE 11 ALLOWANCES**

11.1 ALLOWANCES All allowances stated in the Contract Documents shall be included in the Contract Price. While Owner may direct the amounts of, and particular suppliers or subcontractors for, specific allowance items, if Constructor reasonably objects to a supplier or subcontractor, it shall not be required to contract with them. Owner shall select allowance items in a timely manner so as not to delay the Work. Allowances shall include the costs of materials and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. Constructor's overhead and profit for the allowances shall be included in the Contract Price, but not in the allowances. The Contract Price shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.

## **ARTICLE 12 CHANGES**

12.1 Constructor may request or Owner may order changes in the Work or the timing or sequencing of performance of the Work that impacts the Contract Price or the Contract Time. All such changes in the Work that affect the Contract Time or Contract Price shall be formalized in a Change Order.

12.2 The Parties shall negotiate in good faith an appropriate adjustment to the Contract Price or the Contract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Change Order and any adjustment in the Contract Price or Contract Time shall not be unreasonably withheld. Constructor shall not be obligated to perform changes in the Work without a Change Order or Interim Directive.

### 12.3 INTERIM DIRECTIVES

12.3.1 Owner may issue a written Interim Directive directing a change in the Work before agreeing on an adjustment to the Contract Price or the Contract Time, or directing Constructor to perform Work that Owner believes is not a change.

12.3.2 The Parties shall negotiate expeditiously and in good faith for appropriate adjustments, as applicable, to the Contract Price or the Contract Time arising out of an Interim Directive. As the directed work is performed, Constructor shall submit its costs for such work with its application for payment. If there is a dispute as to the cost of the Work, Owner shall pay Constructor fifty percent (50%) of its actual (incurred or committed) cost to perform the work. In such event, the Parties reserve their rights as to the disputed amount, subject to the requirements of ARTICLE 19.

12.3.3 When Owner and Constructor agree upon the adjustment in the Contract Price or the Contract Time, for a change in the Work directed by an Interim Directed Change, such agreement shall be the subject of a Change Order.

### 12.4 COST OR CREDIT DETERMINATION

12.4.1 An increase or decrease in the Contract Price or the Contract Time resulting from a change in the Work shall be determined by one or more of the following methods:

- (a) a mutually accepted, itemized lump sum; or
- (b) costs calculated on a basis agreed upon by Owner and Constructor plus Ten% (10%) overhead and Ten (10%) profit.

12.4.1.1 If a cost or credit determination cannot be agreed to above, the cost of the change in the Work shall be determined by the reasonable actual expense incurred or savings realized in the performance of the Work resulting from the change. If there is a net increase in the Contract Price, Constructor's overhead and profit shall be adjusted accordingly. In case of a net decrease in the Contract Price, Constructor's overhead and profit shall not be adjusted unless ten percent (10%) or more of the Project is deleted. Constructor shall maintain a documented itemized accounting evidencing the expenses and savings.

12.5 PERFORMANCE OF CHANGE WORK The Constructor shall not be obligated to perform Change Work until a Change Order has been executed by the Owner and Constructor.

## ARTICLE 13 PAYMENT

13.1 SCHEDULE OF VALUES Within twenty-one (21) Days from the date of execution of this Agreement, Constructor shall prepare and submit to Owner and Design Professional, a schedule of values apportioned to the various divisions or phases of the Work. Each line item contained in the schedule of values shall be assigned a monetary price such that the total of all items shall equal the Contract Price.

13.2 PROGRESS PAYMENTS Constructor shall submit to Owner and Design Professional a monthly application for payment no later than the 25<sup>th</sup> day of the calendar month for the preceding thirty days. Constructor's applications for payment shall be itemized and supported by Constructor's schedule of values based on a percentage of completion and shall include any other substantiating data as required by this Agreement. Payment



applications shall include payment requests on account of properly authorized Change Orders or Interim Directives. Owner shall pay the amount due on any payment application, less any amounts as set forth below, no later than fifteen (15) Days after Constructor has submitted a complete and accurate payment application. Owner may deduct, from any progress payment, such amounts as may be retained pursuant to §13.3.

**13.3 RETAINAGE** From each progress payment made before Substantial Completion Owner may retain five percent (5%) of the amount otherwise due after deduction of any amounts as provided in §13.4. After the Work is fifty percent (50%) complete, Owner shall withhold no additional retainage and shall pay Constructor the full amount due on subsequent progress payments.

**13.4 ADJUSTMENT OF CONSTRUCTOR'S PAYMENT APPLICATION** Owner may adjust or reject a payment application or nullify a previously approved payment application, in whole or in part, as may reasonably be necessary to protect Owner from loss or damage based upon the following, to the extent that Constructor is responsible for such under this Agreement:

13.4.1 Constructor's repeated failure to perform the Work as required by the Contract Documents;

13.4.2 loss or damage arising out of or relating to this Agreement and caused by Constructor to Owner or to others retained by Owner to whom Owner may be liable;

13.4.3 Constructor's failure to properly pay either Subcontractors or Suppliers following receipt of payment from Owner for that portion of the work or for supplies, provided that Owner is making payments to Constructor in accordance with the terms of this Agreement;

13.4.4 rejected or Defective Work not corrected in a timely fashion;

13.4.5 reasonable evidence of delay in performance of the Work such that the Work will not be completed within the Contract Time;

13.4.6 reasonable evidence demonstrating that the unpaid balance of the Contract Price is insufficient to fund the cost to complete the Work; and

13.4.7 uninsured third-party claims involving Constructor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Constructor furnishes Owner with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established.

No later than seven (7) Days after receipt of an application for payment, Owner shall give written notice to Constructor disapproving or nullifying it or a portion of it, specifying the reasons for the disapproval or nullification. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for the amounts previously withheld.

**13.5 PAYMENT DELAY** If for any reason not the fault of Constructor, Constructor does not receive a progress payment from Owner within seven (7) Days after the time such payment is due, Constructor, upon giving seven (7) Days' written notice to Owner, and without prejudice to and in addition to any other legal remedies, may stop Work until payment of the full amount owing to Constructor has been received. If Constructor incurs costs or is delayed resulting from shutdown, delay, and start-up, Constructor may seek an equitable adjustment in the Contract Price or Contract Time.

**13.6 SUBSTANTIAL COMPLETION** When Substantial Completion of the Work or a designated portion thereof is achieved, Constructor shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, and the respective responsibilities of Owner and Constructor for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Constructor to

Owner for written acceptance of responsibilities assigned in the Certificate. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

13.6.1 Upon acceptance by Owner of the Certificate of Substantial Completion, Owner shall pay to Constructor the remaining retainage held by Owner for the work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by Owner and Constructor as necessary to achieve final completion. Uncompleted items shall be completed by Constructor in a mutually agreed timeframe. Owner shall pay Constructor monthly the amount retained for unfinished items as each item is completed.

13.7 FINAL COMPLETION When final completion has been achieved, Constructor shall prepare for Owner's acceptance a final application for payment stating that to the best of Constructor's knowledge, and based on Owner's inspections, the Work has reached final completion in accordance with the Contract Documents.

13.7.1 Final payment of the balance of the Contract Price shall be made to Constructor within fifteen (15) Days after Constructor has submitted to Owner a complete and accurate application for final payment and the following submissions:

- (a) an affidavit declaring any indebtedness connected with the Work to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber Owner's property;
- (b) as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
- (c) release of any liens, conditioned on final payment being received;
- (d) consent of any surety, if applicable; and
- (e) any outstanding known and unreported accidents or injuries experienced by Constructor or its subcontractors at the Worksite.

13.8 Claims not reserved by Owner in writing with the making of final payment shall be waived except for claims relating to liens or similar encumbrances, warranties, Defective Work, and latent defects. Unless Constructor provides written identification of unsettled claims known to Constructor at the time of making application for final payment, acceptance of final payment constitutes a waiver of such claims.

13.9 LATE PAYMENT Payments due but unpaid shall bear interest from the date payment is due at the statutory rate at the place of the Project.

#### ARTICLE 14 INDEMNITY

**14.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONSTRUCTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, OWNER'S OFFICERS, DIRECTORS, MEMBERS CONSULTANTS, AGENTS AND EMPLOYEES AND DESIGN PROFESSIONAL (THE "INDEMNITEES") FOR ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE, OTHER THAN TO THE WORK ITSELF AND OTHER PROPERTY INSURED UNDER §15.3, INCLUDING REASONABLE ATTORNEY'S FEES, COSTS AND EXPENSES, THAT MAY ARISE FROM THE PERFORMANCE OF THE WORK BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS OF CONSTRUCTOR, SUBCONTRACTORS, SUPPLIERS, OR ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY ANY OF THEM OR BY ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. CONSTRUCTOR SHALL BE ENTITLED TO REIMBURSEMENT OF ANY DEFENSE COSTS PAID ABOVE CONSTRUCTOR'S PERCENTAGE OF LIABILITY FOR THE UNDERLYING CLAIM TO THE EXTENT PROVIDED IN THE SECTION IMMEDIATELY BELOW.**

**14.2 TO THE FULLEST EXTENT PERMITTED BY LAW, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CONSTRUCTOR, ITS OFFICERS DIRECTORS, OR MEMBERS SUBCONTRACTORS, SUPPLIERS, OR ANYONE EMPLOYED DIRECTLY OR INDIRECTLY BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE, OTHER THAN PROPERTY INSURED UNDER §15.3, INCLUDING REASONABLE ATTORNEY'S FEES, COSTS AND EXPENSES, THAT MAY ARISE FROM THE PERFORMANCE OF WORK BY OWNER, DESIGN PROFESSIONAL, OR OTHERS RETAINED BY OWNER, BUT ONLY TO THE EXTENT CAUSED BY THE NEGLIGENT OR INTENTIONALLY WRONGFUL ACTS OR OMISSIONS OF OWNER, DESIGN PROFESSIONAL, OR OTHERS RETAINED BY OWNER. OWNER SHALL BE ENTITLED TO REIMBURSEMENT OF ANY DEFENSE COSTS PAID ABOVE OWNER'S PERCENTAGE OF LIABILITY FOR THE UNDERLYING CLAIM TO THE EXTENT PROVIDED IN THE SECTION IMMEDIATELY ABOVE.**

**14.3 NO LIMITATION ON LIABILITY** In any and all claims against the Indemnitees by any employee of Constructor, anyone directly or indirectly employed by Constructor or anyone for whose acts Constructor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Constructor under Workers' Compensation acts, disability benefit acts, or other employment benefit acts.

## ARTICLE 15 INSURANCE

15.1 Before commencing the Work and as a condition precedent to payment, Constructor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, and broad form property damage. Constructor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. If requested, Constructor shall provide Owner with certificates of the insurance coverage required. Constructor's Employers' Liability, Business Automobile Liability, and CGL policies, as required in this article, shall be written with at least the following limits of liability:

### 15.1.1 Employers' Liability Insurance:

- (a) \$500,000.00 bodily injury by accident per accident;
- (b) \$500,000.00 bodily injury by disease policy limit;
- (c) \$500,000.00 bodily injury by disease per employee.

### 15.1.2 Business Automobile Liability Insurance \$1,000,000.00 per accident.

### 15.1.3 CGL Insurance:

- (a) \$1,000,000.00 per occurrence;
- (b) \$2,000,000.00 general aggregate;
- (c) \$1,000,000.00 products/completed operations aggregate;
- (d) \$1,000,000.00 personal and advertising injury limit.
- (e) \$5,000,000.00 Umbrella/Excess Liability Coverage

15.2 Employers' Liability, Business Automobile Liability, and CGL coverage required in the subsection above may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies. Constructor shall maintain in effect all insurance coverage required in the section immediately above with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Constructor fails to obtain or maintain any insurance coverage required under this Agreement, Owner may purchase such coverage and charge the expense to Constructor, or terminate this Agreement. To the extent commercially available to Constructor from its current insurance company, insurance policies required under §15.1 shall contain a provision that the insurance company or its designee must give Owner written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Prior to commencing the Work and upon renewal or replacement of the insurance policies, Constructor shall furnish Owner with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required under §15.1 is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Constructor shall give Owner prompt written notice upon actual or constructive knowledge of such condition.

15.3 PROPERTY INSURANCE Unless otherwise directed in writing by Owner, before starting the Work, Constructor shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of

loss, INCLUDING EXISTING STRUCTURES. This insurance shall also: (a) name Constructor, subcontractors, subcontractors, suppliers, and Design Professional as insureds; (b) be written in such form as to cover all risks of physical loss except those specifically excluded by the policy. The Builder's Risk Policy shall insure at least against and not exclude: (a) the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of the Contractor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse however caused; (b) damage resulting from defective design, workmanship, or material; (c) coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project; (d) equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment; (e) testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and (f) physical loss resulting from terrorism.

15.3.1 The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy pursuant to §15.3 shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than Owner has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until Constructor has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, Constructor shall provide a copy of the property policy or policies obtained in compliance with §15.3.

15.3.2 If the Owner elects to purchase the property insurance required by this Agreement, including all of the same coverages and deductibles for the same duration specified in §15.3, then Owner shall give written notice to Constructor and Design Professional before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with §15.3. Owner may then provide insurance to protect its interests and the interests of Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by Owner in a Change Order. If Owner gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, Owner shall be responsible for costs reasonably attributed to such failure.

15.3.3 The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, and subsubcontractors, and design professionals for damages caused by risks covered by the property insurance except such rights as they may have to the proceeds of the insurance.

15.3.4 To the extent of the limits of Constructor's CGL specified in §15.1, Constructor shall indemnify and hold harmless Owner against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of Owner's existing adjacent property that may arise from the performance of the Work, to the extent caused by the negligent acts or omissions of Constructor, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

15.3.5 RISK OF LOSS Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk Policy pursuant to §15.3 until the Date of Final Completion.

15.3.6 POLLUTION LIABILITY INSURANCE Constructor is/ is not required to maintain pollution liability insurance. Unless indicated affirmatively, the obligation to procure such insurance is not triggered. If applicable:

15.4 ADDITIONAL LIABILITY COVERAGE Owner shall/ shall not require Constructor to purchase and maintain liability coverage. If required, Constructor shall provide:

15.4.1  ADDITIONAL INSURED. Owner and its affiliates shall be named as an additional insured on Constructor's CGL insurance specified, for on-going operations and completed operations excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Constructor, or those acting on Constructor's behalf, in the performance of Constructor's Work for Owner at the Worksite. The insurance of the Constructor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

15.4.2  OCP. Constructor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL insurance specified, or limits as otherwise required by Owner. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Owner directly, or the costs may be reimbursed by Owner to Constructor by increasing the Contract Price to correspond to the actual cost required to purchase and maintain the additional liability coverage. Before commencing the Work, Constructor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that Owner has been named as an additional insured, as applicable.

#### **ARTICLE 16 BONDS**

16.1 Performance and Payment Bonds are/ are not required of Constructor. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be acceptable to Owner. Owner's acceptance shall not be withheld without reasonable cause. The penal sum of the Payment Bond shall equal the penal sum of the Performance Bond.

#### **ARTICLE 17 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES**

17.1 LIMITED MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES Except for (a) losses covered by insurance required by the Contract Documents, or (b) specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below, the Parties agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement. This article shall also apply to the termination of this Agreement and shall survive such termination. The Parties shall require similar waivers in contracts with subcontractors and others retained for the project.

#### **ARTICLE 18 NOTICE TO CURE AND TERMINATION**

18.1 NOTICE TO CURE A DEFAULT If Constructor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the approved Schedule of the Work or fails to make prompt payment to its workers, Subcontractors, or Suppliers, disregards law or orders of any public authority having jurisdiction, or is otherwise guilty of a material breach of a provision of this Agreement, Constructor may be deemed in default. If Constructor fails to commence and to continue satisfactory correction of such default with diligence and promptness within seven (7) days after written notification, then Owner shall give Constructor a second written notice to correct the default within a three (3) business Day period. If Constructor fails to promptly commence and continue satisfactory correction of the default following receipt of such second notice, Owner, without prejudice to any other rights or remedies, shall have the right to take reasonable steps it deems necessary to correct deficiencies and charge the cost to Constructor, who shall be liable for such payments including reasonable overhead, profit, and attorneys' fees.

18.2 TERMINATION BY OWNER Upon expiration of the second notice for default period pursuant to §18.1, Owner may terminate this Agreement by written notice. Termination for default is in addition to any other remedies available

to Owner. If Owner's costs arising out of Constructor's failure to cure, including the costs of completing the Work and reasonable attorneys' fees, exceed the unpaid Contract Price, Constructor shall be liable to Owner for such excess costs. If Owner's costs are less than the unpaid Contract Price, Owner shall pay the difference to Constructor. If Owner exercises its rights under this section, upon the request of Constructor, Owner shall furnish to Constructor a detailed accounting of the costs incurred by Owner.

18.2.1 Owner shall make reasonable efforts to mitigate damages arising from Constructor default and shall promptly invoice Constructor for all amounts due.

18.2.2 The Owner may, at its option, and acting in good faith, at any time terminate the whole or part of this Agreement for the convenience of the Owner. Contractor agrees that upon any such termination, the Contractor shall be paid full value for (1) all work properly performed, plus reasonable profit thereon, less all Contractor has previously received on account of such work performed, and (2) all shipped but undelivered materials or equipment. In addition, Owner shall pay Contractor and fully indemnify Contractor for any and all liability or damages of Contractor to Subcontractors and material suppliers for the termination of their contracts and Purchase Orders. Contractor agrees to waive all claims for damages, for lost or anticipated profits, arising from or related to any such termination by Owner.

18.3 TERMINATION BY CONSTRUCTOR Seven (7) Days after Owner's receipt of written notice from Constructor, Constructor may terminate this Agreement if the Work has been stopped for a thirty (30) day period through no fault of Constructor for any of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act during which, through no act or fault of Constructor, materials are not available.

18.3.1 In addition, upon seven (7) Days' written notice to Owner, and an opportunity to cure within three (3) Days, Constructor may terminate the Agreement if Owner does any of the following: (a) fails to furnish reasonable evidence that sufficient funds are available and committed for the entire cost of the Project in accordance with §6.1.1; (b) assigns this Agreement over Constructor's reasonable objection; (c) fails to pay Constructor in accordance with this Agreement and Constructor has stopped work in compliance with applicable notice provisions; or (d) otherwise materially breaches this Agreement.

18.3.2 Upon termination by Constructor pursuant to this Agreement, Constructor shall be entitled to recover from Owner payment for all Work executed and for any proven loss, cost, or expense in connection with the Work, including all demobilization costs plus reasonable overhead and profit.

18.4 OBLIGATIONS ARISING BEFORE TERMINATION Even after termination the provisions of this Agreement still apply to any Work performed, payments made, events occurring, costs charged or incurred, or obligations arising before the termination date.

## **ARTICLE 19 DISPUTE MITIGATION AND RESOLUTION**

19.1 CLAIMS FOR ADDITIONAL COST OR TIME Except as provided in §10.3 and §10.4 for any claim for an increase in the Contract Price or the Contract Time, Constructor shall give Owner written notice of the claim within fourteen (14) Days after the occurrence giving rise to the claim or within fourteen (14) Days after Constructor first recognizes the condition giving rise to the claim, whichever is later. Except in an emergency, notice shall be given before beginning the Work. Any change in the Contract Price or the Contract Time resulting from such claim shall be authorized by Change Order.

19.2 WORK CONTINUANCE AND PAYMENT Constructor shall continue the Work and maintain the Schedule of the Work during any dispute resolution proceedings. If Constructor continues to perform, Owner shall continue to make payments in accordance with the Agreement.

19.3 DIRECT SETTLEMENT DISCUSSIONS If a dispute arises out of or relates to this Agreement or its breach, the Parties shall endeavor to settle the dispute through direct discussions. Within five (5) Business Days, the Parties' representatives, who shall possess the necessary authority to resolve such matter and who shall record the date of first discussions shall conduct direct discussions and make a good faith effort to resolve such dispute.

19.4 MEDIATION Disputes between Owner and Constructor not resolved by direct discussion shall be submitted to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association (AAA). The Parties shall select the mediator within fifteen (15) Days of the request for mediation. Engaging in mediation is a

condition precedent to any form of binding dispute resolution.

19.5 BINDING DISPUTE RESOLUTION If neither direct discussions nor mediation successfully resolves the dispute, the Parties shall submit the matter to the binding dispute resolution procedure selected below:

ARBITRATION The Parties choose binding arbitration decided by arbitrator in accordance with the Construction Industry Arbitration Rules of the AAA then in effect. Arbitration will be used for any claim or dispute related to this Agreement. **EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW**, with or without a jury. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. An arbitrator's award shall be final and binding upon the Parties, and judgment may be entered upon it in any court having jurisdiction.

LITIGATION Litigation in either the state or federal court having jurisdiction of the matter in the location of the Project.

If not indicated, then litigation is the default and not arbitration.

19.5.1 COSTS The costs of any binding dispute resolution procedures and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute.

19.5.2 VENUE The Project location shall serve as the venue.

19.5.3 Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within thirty (30) Days after the entry of such order.

## ARTICLE 20 MISCELLANEOUS

20.1 EXTENT OF AGREEMENT Except as expressly provided, this Agreement is for the exclusive benefit of the Parties and not for the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral.

20.2 ASSIGNMENT Except as to the assignment of proceeds, neither Party shall assign its interest in this Agreement, in whole or in part, without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon both Parties, their partners, successors, assigns, and legal representatives.

20.3 GOVERNING LAW The law in effect at the location of the Project shall govern.

20.4 NOTICE Unless changed in writing, a Party's address indicated in Article 1 shall be used when delivering notice to a physical address. Except for Agreement termination and as otherwise specified in the Contract Documents, notice is effective upon transmission by any effective means, including U.S. postal service and overnight delivery service.

20.5 JOINT DRAFTING The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate terms and to obtain assistance of counsel in reviewing terms before execution. This Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

OWNER: Palo Pinto General Hospital, 400 SW 25<sup>th</sup> Ave., Mineral Wells, Texas 76067

BY: \_\_\_\_\_ NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

CONSTRUCTOR: TDIndustries, Inc.

BY: \_\_\_\_\_ NAME: Chris Rogers TITLE: VP, Special Projects



Exhibit A:

April 22, 2022



Caleb Marvin  
Certus Consulting Engineers  
14901 Quorum Drive, Suite 660  
Dallas, TX 75254  
[Caleb.Marvin@CertusMEP.com](mailto:Caleb.Marvin@CertusMEP.com)

Re: Proposal for Construction Services  
Palo Pinto General Hospital- Sub-cooling Upgrade- Certus Project No. 500021048  
Mineral Wells, Texas 76067

Dear Caleb Marvin:

We are pleased to submit our proposal for the Construction Services and MEP systems for this project based on 100% CD plans and specifications prepared by Certus Consulting Engineers, e4h Architecture, and Ponce-Fuess Engineering dated 1/31/2022.

Price for Construction Services .....\$ 892,805  
Add for Sales Tax.....\$73,656  
Add for Payment and Performance Bonds .....\$7,323

**Total Price for Construction Services .....\$973,785**

*Note: These proposals are part of a Complete MP Package and should not be considered as stand-alone proposals.*

The following enclosures are included for clarification of our price:

- Enclosure #1: Scope of Work
- Enclosure #2: Clarifications
- Enclosure #3: Exclusions
- Enclosure #4: Lead Times

If we are selected to be your partner on this project, we commit our resources to make the project successful for you and the owner. We will call you to see if we can be of further assistance.  
Sincerely,

**Mark Hull**  
Estimator

cc: Chris Rogers  
Vice President, Special Projects Enclosure #1 – Scope of Work

**General Conditions:**

1. We have included onsite sanitary facilities for TDIndustries and trade use
2. We included OSHA approved stair tower and scaffolding for roof access and work associated insulating ductwork to upper roof
3. Ceiling removal and put back in areas per drawings.
  - To include drywall and painting as needed
4. Roofing scope per drawings to include:
  - Cut back the existing roof system to allow for the installation of the following by others:
    - One (1) AHU curb
    - One (1) Exhaust fan curb
    - One (1) exhaust duct penetration
    - Approximately Fifty six (56) Equipment/duct/pipe supports.
    - Five (5) Pipe penetrations
  - Flash the above penetrations into the adjacent roof system per industry standards.
  - Cut back the existing roof system to allow for the demolition of one (1) exhaust fan curb. Infill the void in the existing roof where one (1) existing exhaust fan is removed.
5. Structural steel fabrication and erection of equipment platforms per drawings

**Plumbing System:** Scope of work to be performed as directed by and in strict compliance with the plans and specifications as prepared by Certus Consulting Engineers, e4h Architecture, and Ponce-Fuess Engineering dated 1/31/2022.

1. Demolition of existing systems as detailed on the documents.
2. Domestic water system to include approximately 19 LF of type L copper with press-fit joints.
3. Complete insulation to include the following systems: Domestic cold water.

**Mechanical System:** Scope of work to be performed as directed by and in strict compliance with the plans and specifications as prepared by Certus Consulting Engineers, e4h Architecture, and Ponce-Fuess Engineering dated 1/31/2022.

1. Demolition of existing systems as detailed on the documents per EPA regulations and per the details.
2. Provide and install one (1) air cooled chiller and air handler per the plans and specifications. To include:
  - All appurtenances as shown on drawing details
  - Onsite delivery handling and off- loading, storage, and rigging
3. Provide and install one (1) 50-gallon chill water buffer tank per schedule on M6-00
4. Provide and install one (1) exhaust fan per schedule on M6-00
5. Provide and install one (1) glycol make-up unit per schedule on M6-00
  - To include 30% inhibited propylene glycol solution per schedule on M6-00
6. Chilled water system upgrades to include:
  - Approximately 186LF of globally sourced standard weight carbon steel with welded joints for 2-1/2" and larger pipe.
7. Glycol water system upgrades to include:
  - Approximately 84LF of Type L copper with press-fit joints for pipe up to 2".
8. Heating water system upgrades to include:
  - Approximately 220LF of Type L copper with press-fit joints for pipe up to 2".
9. Condensate system to include:
  - Approximately 136LF of type M copper with soldered joints.
10. All pipe systems, valves and flanges to be 150 lb rated.
11. Complete galvanized ductwork systems manufactured and installed by TDIndustries per the plans and specifications as prepared by Certus Consulting Engineers, e4h Architecture, and Ponce-Fuess Engineering dated 1/31/2022.
12. Complete insulation for all ductwork and HVAC piping per the plans and specifications.
  - To include insulation on glycol buffer tank, air separator, and glycol make up unit.
  - To include heat trace on all exterior piping
13. To include all rigging and hoisting of materials and equipment.
14. To include 80 hours labor, support for factory start up and commissioning

**Electrical Systems:** Scope of work to be performed as directed by and in strict compliance with the plans and specifications as prepared by Certus Consulting Engineers, e4h Architecture, and Ponce-Fuess Engineering dated 1/31/2022.

1. Provide and install conduit and wiring from existing Panels "EM-EQ" & "EP2" in the CUP electrical room to the main storage/supply room rooftop and Mechanical room 128 areas in the main bldg.
2. Provide and install breakers in existing Panels "EM-EQ" & "EP2" in the CUP electrical room.
3. Provide and install service disconnects and motor starters for EF-1, GMU-1, GCH-1, and OAHU-1.
  - Install VFD's provided by Div. 23.
4. Provide and install circuits for new equipment, EF-1, GMU-1, GCH-1, OAHU-1, UV Lights, 120V for Controls, Lighting and service receptacles for the new units on the roof, and heat trace power.
5. Make all electrical terminations.
6. Test and label.
7. Clean work areas daily.

Option #1:

Trench from the main Electrical room at the CUP to the main building storage/supply room in the main bldg.

- Locate underground utilities before saw cutting.
- Saw cut asphalt and trench across.
- Provide conduit for new circuits in the trench.
- Backfill, compact, and replace asphalt that was removed.

Option #2

Provide and install conduit and wiring on the roof from the CUP Main Electrical room to the main storage/supply room rooftop and Mechanical room 128 areas in the main bldg.

**Note: The above options are provided for owner's preference and there is no cost difference for either option.**

**Fire Alarm Scope:** Fire Alarm scope to be performed by Firetrol. This proposal is provided for the Sub-cooling upgrade according to local AHJ adopted codes and amendments to the 2012 IFC requirements with plans, specifications and addendums used as reference. This proposal includes CAD design, permit, city fire marshal inspection, programming, labor and material for a complete fire alarm system. The following are Inclusions pertaining to the Fire Alarm System:

1. Design and plans shall be performed by a Texas State APS Licensed individual utilizing CAD drawings.
2. All work to be performed and tested under (1) city permit per building.
3. All work to be performed during normal business hours.
4. Provide and install new cabling for new fire alarm devices to be installed.
5. Provide one addressable duct detector with relay, tube and remote test switch for the new OAHU-1.
6. Duct detector will be installed by Mechanical contractor and the accessories will be installed by fire alarm contractor.
7. Final acceptance test with AHJ.
8. As-built and close out documentation.
9. One year Warranty

**Controls Systems:** Scope of work to be performed by Texas Building Controls as directed by and in strict compliance with the plans and specifications as prepared by Certus Consulting Engineers, e4h Architecture, and Ponce-Fuess Engineering dated 1/31/2022.

1. Chilled Water System
  - Provide all materials, installation, and programming necessary to make the Chilled Water Plant operational.
  - Provide JCI PCG DDC controller with required expansion modules and control enclosures for all sequence operation.
  - Provision of (1) butterfly type 2-way isolation valve for the Air Cooled Chiller evaporator flow, furnished with NEMA4 2-position actuator and end switches.
  - Provide system hardwired interlock with the following points for the chiller: common alarm and malfunction, supply temperature and setpoint, start/stop, ready to start status, operating status, flow status.
  - Provide start/stop/ run indication, and speed control of the (2) building CHWPs. Integrate with VFD's native communication gateway, interface to be BACnet. Display of all relevant and available control points.
  - Provide differential pressure transmitters across each chiller's evaporator flow.
  - Interlock of chiller's isolation valves and chilled water pumps as required by chiller manufacture.
  - Provision and installation of matched immersion temperature sensors with stainless steel wells for building entering and leaving CHW. Include system return flow meter to calculate system BTU usage.
  - Provision and installation of all indicated immersion temperature sensors.
  - Integrate with Chiller's package control system, interface to be BACnet. Display of all relevant and available control points. Native BACnet integration of required control points to meet specified sequence of operation.
  - Programming and commissioning of all operating sequencing as specified.
  - Provide all point runtime totalizations, system alarms, and trend logs as required.
2. Qty. 1) Outside Air Handling Unit
  - Provide all materials, installation, and programming necessary to make the Variable Volume AHUs operational.
  - Provide required JCI PCG controllers with required expansion modules for sequenced operation.
  - Provide 2-way/3-way (as indicated) ball type temperature control valve for the CHW coil, furnished with NEMA2 modulating actuator.
  - Provide 2-way/3-way (as indicated) ball type temperature control valve for the Glycol CHW coil, furnished with NEMA2 modulating actuator.
  - Provide 2-way/3-way (as indicated) ball type temperature control valve for the HW coil, furnished with NEMA2 modulating actuator.
  - Provision and installation of return water temp on each coil (3 total).
  - Provide start/stop, speed control, and run indication of the supply fan array system.
  - Integrate with the supply fan array's VFD native communication gateway, interface to be BACnet. Display of all relevant and available control points.
  - Provision and installation of duct probe temperature sensors in the supply airstreams.
  - Provision and installation of all required motorized operators for the outside air dampers. All dampers provided by others.
  - Provision and installation of differential pressure switches across each filter media.
  - Provision and installation of all required safety devices including discharge high static limits, mixed air freeze stat, connection to return and supply smoke detectors (provided by others), and connection to supply and return smoke dampers (provided by others).
  - Programming and commissioning of all operating sequencing as specified.
  - Provide all point runtime totalizations, system alarms, and trend logs as required.
3. (Qty. 1) Exhaust Fan
  - Provide start/stop and run proof indication for the exhaust fans. The BAS will have the ability to schedule individually.
4. Server
  - Provide all required Network Area Controllers for proper distribution of field unitary controllers

- For all Control Panels, provide all labeling, identification, and tagging of system components and wire terminations as required.
  - Provide accurate 3D models of architectural floor plans and HVAC zones.
  - Provide all specified alarming capabilities including a customizable email/messaging service.
  - Provide complete schedule service with holiday overrides.
  - Provide all programming necessary for optimized start/stop algorithms.
  - Provide with customized and reporting capabilities including system summary's, reports can be automatically generated and emailed to appropriate parties.
  - Provide all specified trend log/history data of control points.
  - System will be capable of storing system wide trend logs for a period of not less than three (3) years.
  - The BMS will be web enabled, with the programming tool available through any web browser.
  - System operators will have full capability to monitor the system, adjust all available setpoints, configure operating programs, and modify graphical interface.
5. Global OA Station
    - Provide a single combination outdoor temperature and humidity sensor with sun shield.
  6. Electrical installation & wiring of the DDC system as follows:
    - Plenum-rated, Class II, low voltage cable in concealed, accessible areas.
    - Mounting and terminating of all sensors and controllers.
    - EMT in mechanical rooms, and watertight conduit for exterior locations.
  7. Includes the following labor services:
    - DDC system engineering, CAD wiring diagrams, and Submittals
    - Project Supervision, Programming and System Start-up
    - Start Up/Checkout Documents for all equipment included in this proposal
    - Custom 3D Graphical Interface with Remote Access
  8. Training:
    - We will provide sufficient training to get the purchaser knowledgeable on the operation and maintenance of all the systems listed below

## Enclosure #2 – Clarifications

Palo Pinto General Hospital- Sub-cooling Upgrade- Certus Project No. 500021048  
April 22, 2022

1. This proposal is subject to:
  - a) A mutually agreeable subcontract preferably on Form AIA A401.
  - b) A copy furnished of all contract documents, including General Contractor's contract.
  - c) Review after ten (10) days from the date of this letter.
  - d) A review of final plans and specifications.
  - e) The award of our contract and project start not later than 90 days from today.
  - f) TDIndustries Proposal Letter dated April 22, 2022 to be incorporated into this Contract.
2. In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the contractor, the contract sum, time of performance, or contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents.
3. Payment Terms: 90% of labor and materials delivered to the jobsite, based on monthly estimates, to be billed by the 25th, paid by the 20th of the following month. This schedule is to be followed until a retainage of 50% of the total price is withheld. Final balance of 5% to be paid upon job completion.
4. Payment terms limiting payment to TDIndustries until Contractor has received payment will be a matter of timing only, and not a condition precedent.
5. Builder's Risk Insurance. This proposal is based on the General Contractor or Owner paying for an All Risk Builder's Risk Policy. TDIndustries will be named as an additional insured in the policy with a waiver of subrogation. A copy of the Builder's Risk Policy to be furnished to us.
6. TDIndustries shall rely on the accuracy of the plans and specifications provided by the contractor/owner/architect and not be responsible for completeness of documents.
7. TDIndustries reserves lien rights. Any provision in the subcontract agreement waiving our lien rights in favor of the construction lender shall not include lien rights on removables.
8. This proposal is based on the assumption that the architect and engineer will provide all electronic files at no cost to TDIndustries.
9. TDIndustries requests that a partnering process be utilized on this project and commit to be involved in its successful implementation. The partnering process needs to include the Owner, the designers, the contractor, and the subcontractors.
10. TDIndustries requires 24-hour notification of possible charges so corrective action can be taken before the charge is incurred. Only charges authorized in writing by TDIndustries will be accepted.
11. TDIndustries shall be under no obligation to perform change order work without a written change order for a mutually agreed price. We reserve the right for time extensions and impact costs on any change orders.
12. TDIndustries shall not be bound by any contract documents, copies of which are not furnished to us.
13. This project is a remodel, **sales tax is shown as an add.**
14. TDIndustries has included all federal, state and local taxes based on current tax laws. Without regard to any other provision of this Agreement, General Contractor or Owner shall be liable to Subcontractor for additional costs incurred by Subcontractor as the result of any increase in the rate of an applicable state or local sales, excise or use tax that occurs after the effective date of this Agreement.
15. TDIndustries will self-perform all warranty work with our experienced service technicians. We offer 24-hour, 7-day service with one of the largest well-stocked service fleets in the Dallas-Ft. Worth area.
16. TDIndustries is licensed and regulated by: Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, 1.800.803.9202 or 1.512.463.6599, and Texas State Board of Plumbing Examiners, 929 East 41st Street, PO Box 4200, Austin, Texas 78765, 1.800.845.6584.
17. This proposal is based on performing work during normal working hours and at normal wage rates paid by TDIndustries. No Federal, State, or Municipal wage scales are included. Premium time must be authorized prior to execution. TDIndustries assumes a 40-hour workweek. Overtime hours and wages are included for work required inside the hospital
18. An area is to be provided on-site for stored materials, a 40' material trailer, and a 25' office trailer.
19. If detailed back-up is required on all billings, additional funds will be requested to handle the cost of administration for this service.
20. All equipment furnished by others must comply with all required codes and be supplied in a timely manner.
21. All duct-work manufactured and installed by TDIndustries is fabricated in accordance with the 1995 edition of "HVAC Duct Construction Standards" by SMACNA (Sheetmetal and Air Conditioning Contractors National Association, Inc.) and Addendum No.1 to these SMACNA standards dated November 1997.
22. We reserve the right to utilize TDI standardized duct sizes and change any specified rectangular duct to round duct of like capacity as space allows.
23. Delays Caused By Coronavirus Concerns. Notwithstanding any other provision of this Agreement, any construction delay caused by good faith actions taken by Owner, Design-Builder, or federal, state or local government agencies in an effort to thwart, limit, prevent or treat coronavirus shall be excused. This excuse shall also apply to a shortage of materials or labor as a result of the coronavirus threat.

### Enclosure #3 – Exclusions

Palo Pinto General Hospital- Sub-cooling Upgrade- Certus Project No. 500021048

April 22, 2022

1. Utility consumption charges during construction and startup, including permanent and temporary.
2. Temporary HVAC during construction.
3. Openings or revisions to openings through steel/concrete beams in the building for MEP penetrations.
4. Preventive and required maintenance during first year.
5. Demolition of existing structures except mechanical related items as detailed on the documents.
6. Warranty on and assembly of equipment furnished by others.
7. Upgrade of existing equipment and systems to meet current codes.
8. Floor x-rays for in-slab conduits or post tension cables. TDIndustries will exert reasonable effort to locate conduits and cables. Any repairs are the Owner's responsibility.
9. Concrete or masonry work of any nature.
10. Landscape systems and lawn sprinkler systems.
11. Handling and setting of equipment provided by others.
12. Asbestos abatement or handling or disposal of hazardous waste.
13. Access doors in walls or ceiling.
14. Waterproofing of equipment room slabs.
15. Acoustical treatment for walls.
16. Architectural screens for equipment.
17. Repairs or modifications to existing equipment or systems.
18. Cleaning and painting of grilles, and equipment provided by others.
19. Motor starters for mechanical equipment.
20. Gas piping.
21. Steel grating over all chase floor openings or areaways for ventilation, return air, or outside air systems.
22. Contract for continued chemical treatment of water systems. (This would need to be secured by the Owner before startup).
23. Filter changes in air handling units.
24. Modifications of existing ductwork and piping due to conflict with new lighting fixtures or new structural/architectural modifications.
25. Upgrade or improvements to environmental quality of existing ductwork, equipment, and systems except as specifically detailed in the documents.
26. Charges for bonded warehouse for material storage are not included. If such storage is required, additional funds will be requested.
27. All hangers and supports are included as standard industry practice for both sizing and spacing for this type of facility.
28. We assume the building structure has been designed to properly support the mechanical and plumbing systems, equipment, and distribution.
29. We assume onsite parking will be available for all TDIndustries craft labor.
30. Utility consumption charges during construction.
31. Security guard, watchman services, and traffic control at the jobsite.
32. OSHA required hand railings, floor opening covers, or wind barriers.
33. Spare parts and equipment.
34. BIM 360 coordination and modeling.
35. Any provision of or the installation of any security, HVAC or fire door equipment.
36. The provision of or the installation of components including, but not limited to EPO devices, sound systems,
37. security doors, magnetic locked doors or stairwell pressurization devices.
38. The provision or connection to any phone line(s), internet or intranet systems or services.
39. The provision or installation of any firefighter phones/jacks, signal repeaters and/or communication networks.
40. Emergency Responder Radio System, DAS/BDA and Area of Rescue systems.
41. The provision of or the installation or monitoring of any required Knox-box.
42. Fiber Optic network. This is to be provided by Campus Fiber Contractor

**Enclosure #4 – Lead Times**

Palo Pinto General Hospital- Sub-cooling Upgrade- Certus Project No. 500021048

April 22, 2022

ITEM DESCRIPTION	NUMBER OF WEEKS AFTER RELEASE (Following Submittal Approval)
JCI Chiller: <b>44 Weeks</b> price increase June 1 <sup>st</sup>	
JCI AHU: <b>26 Weeks</b> price increase June 1 <sup>st</sup>	
Cook Fan: <b>12 Weeks</b> price increase June 1 <sup>st</sup>	
Equipment supports: <b>2-4 weeks</b> lead times Price good through 6/1	
Buffer Tank and Glycol system: <b>8 weeks</b> lead times. Price increased and good for 30 days	
Insulation price increased and is good for 30 days Controls Price No price increase and price is still good for 30 more days	
Electrical and Firetrol: Price increased, and price is good for 30 days	



**Exhibit B:**

<b>SHEET INDEX</b>		
NUMBER	NAME	ORIG ISSUE
00_GENERAL		
G0-00	COVER SHEET	31 JANUARY 2022
01_ARCHITECTURAL		
A1-10	FLOOR PLAN- LEVEL 1	31 JANUARY 2022
A5-00	ROOF DETAILS	31 JANUARY 2022
02_STRUCTURAL		
S0-000	GENERAL NOTES	31 JANUARY 2022
S1-000	ROOF FRAMING PLAN	31 JANUARY 2022
S5-000	STEEL DETAILS	31 JANUARY 2022
03_MECHANICAL/PLUMBING		
MPD1-001	FIRST FLOOR PLAN - MECHANICAL & PLUMBING DEMOLITION	31 JANUARY 2022
MPD1-00R	ROOF PLAN - MECHANICAL & PLUMBING DEMOLITION	31 JANUARY 2022
MP1-001	FIRST FLOOR PLAN - MECHANICAL & PLUMBING	31 JANUARY 2022
MP-00R	ROOF PLAN - MECHANICAL & PLUMBING	31 JANUARY 2022
04_MECHANICAL		
M0-000	MECHANICAL GENERAL NOTES & LEGENDS	31 JANUARY 2022
M5-001	MECHANICAL DETAILS	31 JANUARY 2022
M5-002	MECHANICAL DETAILS	31 JANUARY 2022
M6-001	MECHANICAL SCHEDULES	31 JANUARY 2022
M8-001	CONTROL DIAGRAMS	31 JANUARY 2022
M8-002	CONTROL DIAGRAMS	31 JANUARY 2022
05_PLUMBING		
P0-000	PLUMBING GENERAL NOTES & LEGENDS	31 JANUARY 2022
P5-001	PLUMBING DETAILS	31 JANUARY 2022
06_ELECTRICAL		
E0-000	ELECTRICAL GENERAL NOTES & LEGENDS	31 JANUARY 2022
E1-001	FIRST FLOOR PLAN - CUP - ELECTRICAL POWER	31 JANUARY 2022
E1-00R	ROOF PLAN - ELECTRICAL POWER	31 JANUARY 2022
E5-001	ELECTRICAL DETAILS	31 JANUARY 2022
E6-001	ELECTRICAL SCHEDULES	31 JANUARY 2022
E7-001	EXISTING ONE-LINE DIAGRAM - NORMAL POWER	31 JANUARY 2022
E7-002	EXISTING ONE-LINE DIAGRAM - EMERGENCY POWER	31 JANUARY 2022

PALO PINTO GENERAL HOSPITAL  
MINERAL WELLS, TEXAS

SUB-COOLING UPGRADE

TABLE OF CONTENTS

ENGINEER'S SEAL



Certus Consulting Engineers, LLC  
14901 Quorum Road, Suite 660  
Dallas, TX 75254  
Texas Firm Registration No. F-21022

**DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS**

004113 Bid Form – Stipulated Sum

**DIVISION 01 – GENERAL REQUIREMENTS**

011100 Summary of Work  
012500 Substitution Procedures  
012600 Contract Modification Procedures  
012900 Payment Procedures  
013100 Project Management and Coordination  
013216 Construction Progress Schedules  
013300 Submittal Procedures  
014000 Quality Requirements  
017329 Cutting and Patching  
017700 Closeout Procedures

**DIVISION 21 – FIRE SUPPRESSION**

210000 Common Requirements for Fire Suppression  
210517 Sleeves and Sleeve Seals for Fire Suppression Piping

- 210518 Escutcheons for Fire-Suppression Piping
- 210529 Hangers and Supports for Fire Suppression Piping and Equipment
- 210553 Identification for Fire-Suppression Piping and Equipment
- 211313 Wet-Pipe Sprinkler Systems

**DIVISION 22 – PLUMBING**

- 220000 Common Requirements for Plumbing
- 220517 Sleeves and Sleeve seals for Plumbing Piping
- 220518 Escutcheons for Plumbing Piping
- 220523.12 Ball Valves for Plumbing Piping
- 220529 Hangers and Supports for Plumbing Piping and Equipment
- 220533 Heat Tracing for Plumbing Piping
- 220553 Identification for Plumbing Piping and Equipment
- 220719 Plumbing Piping Insulation
- 221116 Domestic Water Piping
- 221119 Domestic Water Piping Specialties

**DIVISION 23 – HVAC**

- 230000 Common Requirements for Heating Ventilating and Air Conditioning (HVAC)
- 230513 Common Motor Requirements for HVAC Equipment
- 230517 Sleeves and Sleeve Seals for HVAC Piping
- 230519 Meters and Gauges for HVAC Piping
- 230523.12 Ball Valves for HVAC Piping
- 230523.13 Butterfly Valves for HVAC Piping
- 230529 Hangers and Supports for HVAC Piping and Equipment
- 230533 Heat Tracing for HVAC Piping
- 230548.13 Vibration Controls for HVAC
- 230566 AntiMicrobial Ultraviolet Lamp Systems for HVAC
- 230593 Testing, Adjusting, and Balancing for HVAC
- 230713 Duct Insulation
- 230716 HVAC Equipment Insulation
- 230719 HVAC Piping Insulation
- 230923 Direct Digital Control (DDC) System for HVAC

230923.11	Control Valves
230923.12	Control Dampers
230923.19	Moisture Instruments
230923.22	Position Instruments
230923.23	Pressure Instruments
230923.27	Temperature Instruments
232113	Hydronic Piping
232116	Hydronic Piping Specialties
2332500	HVAC Water Treatment
233113	Metal Ducts
233300	Air Duct Accessories
233423	HVAC Power Ventilators
234100	Particulate Air Filtration
236423.13	Air-Cooled, Scroll Water Chillers
237433	Dedicated Outdoor-Air Units

#### DIVISION 26 – ELECTRICAL

260010	Supplemental Requirements For Electrical
260011	Facility Performance Requirements for Electrical
260519	Low-Voltage Electrical Power Conductors and Cables
260526	Grounding and Bonding for Electrical Systems
260529	Hangers and Supports for Electrical Systems
260533	Raceways and Boxes for Electrical Systems
260544	Sleeves and Sleeve Seals for Electrical Raceways and Cabling
260553	Identification for Electrical Systems
260573.16	Coordination Studies
262726	Wiring Devices
262816	Enclosed Switches and Circuit Breakers
262913.03	Manual and Magnetic Motor Controllers
262923	Variable Frequency Drives
264113	Lightning Protection for Structures
284621.11	Addressable Fire-Alarm Systems