

Board Information Item

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| Information Packet | Board Agenda Information | Board Agenda Action | Board Agenda Consent |
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| | | 02/23/2026 | |

Subject: Consider and Approve the Construction Contract to Replace Components of Public Address Systems in Facilities

Contact Person: Paula Barbaroux, Chief Operations Officer
Allen Smith, Director of Emergency Management & School Security
Ruben Aldaz, Security Systems Engineer
Mason Crenshaw, Director of Purchasing Services

Policy/Code: CH(LEGAL); CH(LOCAL)
CV(LEGAL), CV(LOCAL), CVF(LEGAL)

Priority and Performance Objective: Priority 4: Strong Financial Stewardship and Internal System Efficiency
Objective 4.1: Transparent Financial Stewardship
Objective 4.3: Long Range Facility and Capital Management Plan

Summary: The 2024 Bond Program includes a districtwide project line for the District to replace outdated components of public announcement (PA) systems in specified facilities.

The Board previously approved the job order contracting method for security-related projects in March 2025. "Job Order Contractors will be secured for the District's use through a competitive procurement process conducted by either the District or an approved cooperative."

The District obtained three competitive proposals from vendors through the TIPS Purchasing Cooperative Purchasing Cooperative. The PA Replacement project will address Colleyville Heritage High School, Heritage Elementary School, and the Swim Center. Communications Concepts was the

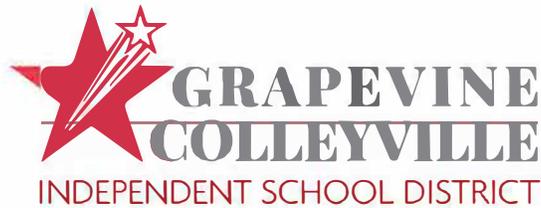
successful vendor providing the best overall value for the project and accepted the District's contract and terms. The project is within the bond budget.

Attachments:

Contract for Construction Services

Recommendation:

The recommendation is for the Board of Trustees to approve Communications Concepts as the contractor to replace components of the public address systems in the three facilities listed in the amount of \$474,289.48, and approve the construction contract.



CONTRACT FOR CONSTRUCTION SERVICES

Between the “**DISTRICT**”:

Grapevine-Colleyville Independent School
3051 Ira E. Woods Avenue,
Grapevine, Texas 76051

And the “**CONTRACTOR**”:

Communicon, Inc. dba Communication Concepts
4216 Hahn Blvd
Fort Worth, Texas, 76117
Jeff Mauldin

Dated: 2/23/2026

This **CONTRACT** for Construction Services (“**CONTRACT**”) is entered into as of the date indicated above, by the **CONTRACTOR** and **DISTRICT**. Parties mutually agree and contract as follows:

1. Replace components of Public Address Systems: PROJECT: TIPS # 210101 Technology Solutions, Products and Services Contract

Colleyville Heritage High School, Heritage Elementary School & District Swim Center Public Address System

1.1 CONTRACTOR agrees to provide construction services for the Project. This **CONTRACT** sets the general terms and conditions which shall apply to this **CONTRACT**.

1.2 The Project shall be Substantially completed by **CONTRACTOR** on or before 225 days from the date of this Contract, or no later than August 1, 2026 (“Contract Time”). Final Completion shall be no later than thirty (30) days after Substantial Completion, unless agreed in writing by the parties otherwise.

1.3 NOTICE OF DELAYS. Whenever the **CONTRACTOR** encounters any difficulty that is delaying or threatens to delay timely performance (including actual or potential labor disputes) of the Work, the **CONTRACTOR** shall immediately give notice in writing to the **DISTRICT**, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the **DISTRICT** of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to

give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

1.4 FORCE MAJEURE. Neither the **CONTRACTOR** nor the **DISTRICT** shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this **CONTRACT** is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "Force Majeure events"). For purposes of this **CONTRACT**, Force Majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the Force Majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. Force Majeure events do not include reasonably anticipated rain days during the term of the Project. Such anticipated rain days shall be included in the scheduled workdays such that Project deadlines stated in paragraph 1.2 can still be met. The **DISTRICT** shall not be responsible for payment for any product or service delayed or foreclosed by any Force Majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the **DISTRICT** from canceling or terminating any resulting award (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this **CONTRACT**.

1.5 BOND REQUIREMENTS.

A. Statutory Labor and Material Payment Bonds and Performance Bonds will be required of the **CONTRACTOR** in the full amount of the Contract Sum stated herein or as revised and modified hereafter. **Payment bonds are required if the Contract Sum exceeds \$25,000 and Performance bonds are required if the Contract Sum exceeds \$100,000.**

B. The **DISTRICT** will require the **CONTRACTOR** to furnish a 100% performance and payment bond each in the sum specified by the **CONTRACTOR'S** proposal amount for each individual project, with such corporate sureties as may be agreeable to the **DISTRICT**. **Payment bonds are required if the Contract Sum exceeds \$25,000 and Performance bonds are required if the Contract Sum exceeds \$100,000.**

C. The surety company writing such bonds must be licensed to do business in the State of Texas, and be reasonably acceptable to the **DISTRICT**.

D. The bonds shall be obtained by the **CONTRACTOR** and provided to **DISTRICT** prior to commencing any work.

E. No extension of the completion date shall be allowed for delays in furnishing satisfactory bonds hereunder.

F. Failure to deliver the performance and payment bonds as specified shall be considered as having abandoned the **CONTRACT** and will terminate the **CONTRACT**.

G. Original bonds shall be delivered to the **DISTRICT** no later than fifteen (15) days after the signing of the **CONTRACT**.

1.6 INSURANCE REQUIREMENTS.

No Work shall commence on the Project until the **CONTRACTOR** provides proof of insurance coverage to the **DISTRICT**. The **CONTRACTOR** shall procure, maintain and provide insurance certificates, policies and endorsements further identified below and in Exhibit "A" attached to this **CONTRACT** and in at least the amounts stated in Exhibit A, to protect both the **CONTRACTOR** and **DISTRICT** from claims arising out of the performance of the **CONTRACTOR'S** services under this **CONTRACT**, and caused by any error, omission, negligent act or omission, or installation defect by the **CONTRACTOR**. The **DISTRICT** shall be named as an additional insured on all insurance certificates, policies, and endorsements associated with Work identified by this **CONTRACT** except the Workers Compensation coverage. All insurance shall be, by endorsement, primary and non-contributory with respect to the **DISTRICT**, its officers, employees, representatives or agents. All insurance shall be written on an occurrence basis, if available, and shall contain a waiver of Subrogation in favor of **DISTRICT** on all claims arising out of the Project. The policies shall provide such waivers of Subrogation as to **DISTRICT** by endorsement or otherwise. A waiver of Subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, or did not pay the insurance premium directly or indirectly; and whether or not the person or entity had an insurable interest in the property damaged. All policies shall be primary and non-contributory.

All insurance and bonds shall remain in full force and effect, and uninterrupted during the term of this **CONTRACT**, and such insurance for Completed Operations shall remain in full force and effect two years from the date of Final Payment.

Worker's Compensation and Employer's Liability Insurance: Worker's Compensation Coverage with limits in conjunction with Employer's Liability Insurance as required by the attached Exhibit A and the Texas Labor Code, is required. The **CONTRACTOR** shall require SUB-**CONTRACTOR**s to provide insurance for the latter's employees, unless such employees are covered by a Worker's Compensation policy furnished by the **PRIMARY CONTRACTOR**.

Commercial Automobile Liability and Property Damage covering all owned, non-owned and hired vehicles to be used in performance of this work: Bodily Injury and Property Damage coverage shall be in an amount no less than \$100,000 per person/\$300,000 per occurrence/\$100,000 property damage.

Commercial General Liability Damage Insurance: Comprehensive general liability insurance in the amount of \$1,000,000 per occurrence, \$2 million aggregate. Completed operations coverage shall be kept in effect for at least two years following Final Completion.

Certificates of Insurance approved by the Texas Department of Insurance, policies, and endorsements shall be provided to the **DISTRICT** prior to commencement of work. This insurance

shall be kept in force during the construction period until the Project is fully accepted by the **DISTRICT**. Such insurance shall be with a company that is rated "A-" V or better and that operates under certificates of authorization issued by the State of Texas. **CONTRACTOR** shall provide **DISTRICT** thirty (30) days prior written notice of the expiration of any policy. **CONTRACTOR** shall provide **DISTRICT** ten (10) days prior written notice of cancellation due to non-payment of premium of any policy.

The **DISTRICT** will be named additional insured on General Liability, Automobile Liability Certificates, and Builder's Risk policies or endorsements. Certificates, policy copies, and endorsement copies should be mailed or delivered to:

Ruben Aldaz at 3051 Ira E. Woods Ave, Grapevine, TX 76051

1.7 INDEMNIFICATION AND HOLD HARMLESS.

The **CONTRACTOR** shall defend, indemnify, and hold harmless the **DISTRICT**, its officers, trustees, agents, consultants, and employees as provided in paragraph 5.2 herein, and shall provide insurance coverage for such obligations in the policies required by this Contract.

1.8 BUILDER'S RISK INSURANCE.

Unless otherwise provided, the **CONTRACTOR** shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of Subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such policy shall be primary and non-contributory. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the **DISTRICT** has an insurable interest in the property to be covered, whichever is later. This insurance shall include interests of the **DISTRICT**, the **CONTRACTOR**, **SUBCONTRACTORS** and **SUB-SUBCONTRACTORS** in the Project and shall be primary and non-contributory. The policy shall be in the amount of the initial Contract Sum (or, if the Project is a Construction Manager at Risk project, Guaranteed Maximum Price), plus the value of Subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Coverage shall insure against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, false work, testing and start-up, temporary buildings, boiler and machinery, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site and in transit. **DISTRICT** shall be a named insured under the policy, which shall also include the interests of **CONTRACTOR**, **SUBCONTRACTORS**, and **SUB-SUBCONTRACTORS** and shall cover reasonable compensation for Architect's and **CONTRACTOR'S** services and expenses required as a result of such insured loss. **CONTRACTOR** shall be responsible for maintaining said builder's risk insurance until the date of Final Completion. If this policy excludes Employee Theft or Dishonesty coverage, including Third Parties, **CONTRACTOR** shall obtain separate coverage

sufficient to protect **DISTRICT'S** interest and, in an amount, agreeable to **DISTRICT**. A loss insured under the **DISTRICT'S** property insurance shall be adjusted by the **DISTRICT** as fiduciary and made payable to the **DISTRICT** as fiduciary for the insureds, as their interests may appear. The **CONTRACTOR** shall pay **SUBCONTRACTORS** their just shares of insurance proceeds received by the **CONTRACTOR**, and by appropriate agreements, written where legally required for validity, shall require **SUBCONTRACTORS** to make payments to their **SUB-SUBCONTRACTORS** in similar manner.

The **CONTRACTOR** waives all rights against the **DISTRICT** for damages caused by fire or other perils, except such rights as it may have to proceeds of such insurance held by the **DISTRICT** as a fiduciary. The **CONTRACTOR**, as appropriate, shall require such waivers of its **SUBCONTRACTORS** and **SUB-SUBCONTRACTORS** by appropriate agreements, each in favor of **DISTRICT**.

1.9 If the Contract Sum is \$1,000,000.00 or more, or if the Contract Sum is less than \$1,000,000.00, and any Change Order, Construction Change Directives, or other Changes in the Work would increase the Contract Sum to \$1,000,000.00 or more, the total of all Change Orders, Construction Change Directives, or other Changes in the Work may not increase the Contract Sum by more than 25% of the original Contract Sum. Any Change Order, Construction Change Directive, or other Change in the Work that would exceed that limit is void and of no effect. Texas Education Code §44.0411.

2. CONTRACTOR'S RESPONSIBILITIES.

2.1 The **CONTRACTOR** will provide the **DISTRICT** with skilled construction activities commensurate with their discipline as required and agreed upon for a satisfactory completion of a specific Project. The **CONTRACTOR** shall exercise its best professional care in its efforts to comply with those laws, codes, ordinances, and regulations that are in effect at the time and location of the Project.

2.2 The **CONTRACTOR** acknowledges the importance to the **DISTRICT** of the Project Schedule and agrees to put forth its best professional efforts to perform its services under this **CONTRACT** in a professional manner consistent with that Schedule.

2.3 The **CONTRACTOR** represents and warrants the following to the **DISTRICT**, as an inducement to the **DISTRICT** to enter into this **CONTRACT**:

2.3.1 that it is financially solvent, able to pay its debts, and possesses sufficient working capital to complete the agreed to Scope of Work;

2.3.2 that it is able to furnish the tools, materials, supplies, equipment and labor required to timely complete the Scope of Work, and perform its obligations hereunder and has sufficient experience and competence to do so;

2.3.3 that it is authorized to do business in the State of Texas, and properly licensed by all necessary governmental, public, and quasi-public authorities having jurisdiction over it, the Work, or the site of the Project;

2.3.4 that the execution of the **CONTRACT** and its performance thereof are within its duly authorized powers to complete.

2.4 Execution of this **CONTRACT** by **CONTRACTOR** is a representation that the **CONTRACTOR** has visited the Job Site, and is generally familiar with the local conditions and restrictions to their performance of the Scope of Work.

2.5 If the **CONTRACTOR** finds discrepancies in the Contract Documents or conditions at the Project location that will impede its ability to perform their Work, it is to immediately notify the **DISTRICT** of any discrepancy or condition, and work to resolve it before starting the Work.

2.6 Prior to commencing construction activities, the **CONTRACTOR** shall locate all utilities in the Work area, and take precautions to protect and avoid disturbance of these utilities, unless specifically indicated to be a part of the Scope of Work for the Project.

2.7 The **CONTRACTOR** shall review any existing hazardous materials surveys or reports for the Project area, and shall notify the **DISTRICT** and their work force of any expected occurrence of hazardous materials during the course of the Work. If hazardous materials are uncovered, the **CONTRACTOR** is to stop work immediately, remove his forces from the area, and notify the **DISTRICT**.

2.8 The **CONTRACTOR** shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and coordination of it work with that of the **DISTRICT** and other **CONTRACTORS** on the same Project.

2.9 The **CONTRACTOR** shall be responsible for safety training of his work forces and maintaining a clean and safe work environment for their benefit and the benefit of others.

2.10 The **CONTRACTOR** shall be responsible to the **DISTRICT** for acts and omissions of the **CONTRACTOR'S** work force performing the Work on behalf of the **CONTRACTOR**.

2.11 The **CONTRACTOR** shall be responsible for inspections of completed Work and securing the appropriate jurisdictional approvals of that Work, if required for obtaining a Certificate of Occupancy.

2.12 The **CONTRACTOR** shall enforce strict discipline and good order among its work force performing the Work; and shall require that its employees comply with the **DISTRICT'S** drug-free, alcohol-free, weapon-free, harassment-free, and tobacco-free policies on school property. **THE CONTRACTOR RELEASES, INDEMNIFIES AND HOLDS HARMLESS THE DISTRICT FOR CONTRACTOR'S FORCES' NON-COMPLIANCE WITH THE DISTRICT'S DRUG-FREE, ALCOHOL-FREE, WEAPON-FREE, HARASSMENT-FREE, AND TOBACCO-FREE POLICIES ON SCHOOL PROPERTY.** Any member of the **CONTRACTOR'S** work force violating these policies will be removed from the project site immediately.

2.13 The **CONTRACTOR** shall obtain all **required national criminal history information on all workers** who will be assigned to the Project as required by Texas Education Code Section 22.0834, shall ensure its **SUBCONTRACTORS** conduct such a criminal history search on its employees, certify that it has received all applicable criminal history information, and shall certify that each member of its work force does not have a disqualifying criminal history under Texas

Education Code Section 22.0834(o). If an employee of the **CONTRACTOR** or a **SUBCONTRACTOR** has such a disqualifying conviction or obtains such a disqualifying conviction during the project, the employee shall not be allowed to work on the Project in violation of Section 22.0834. If Contractor receives information that a covered employee has a reported disqualifying criminal history, then Contractor will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If Contractor is unable to perform a criminal history check that complies with Texas Education Code Section 22.0834, then Owner can obtain the national criminal history record information required by Texas Education Code Section 22.0834 on all “covered employees” (as defined below) of Contractor, its subcontractors, or any subcontracting entities who will perform the Work. Contractor shall submit to Owner the name and all necessary identifying information necessary to enable Owner to obtain the national criminal history information on those covered employees before they begin the Work. Contractor’s submission will include the employee’s written authorization for Owner to obtain such criminal history information. Contractor shall pay directly for the costs incurred in obtaining the criminal history information at the fingerprinting site.

Owner may, in its sole discretion, prohibit the use of any employee to perform the Work after its review of the criminal history information, but cannot disclose the criminal history information to Contractor. If the Owner objects to the assignment of any covered employee on the basis of the covered employee’s criminal history record information, then Contractor agrees to discontinue using that covered employee to provide services on Owner’s Project. If Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees, Contractor will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

For the purposes of this Section, “covered employees” means employees, agents, or applicants of Contractor who has or will have continuing duties related to the services to be performed on Owner’s Project and has or will have direct contact with Owner’s students. The Owner will decide what constitutes direct contact with Owner’s students. “Disqualifying criminal history” means: any conviction or other criminal history information designated by the Owner (See below); any felony or misdemeanor conviction that would disqualify a person from obtaining educator certification under Texas Education Code Section 21.060, and 19 Texas Administrative Code Section 249.16; or one of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school; a felony offense under Texas Penal Code Title 5 Offense Against Persons; an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or an equivalent offense under federal law or the laws of another state.

In accordance with Texas Education Code Section 22A.055, any person who provides services to the District, including contractors or subcontractors, must submit a **pre-service affidavit** using the form promulgated by the Texas Education Agency disclosing prior misconduct or investigations as required by law. Vendor or contractor shall not permit any employee or subcontractor’s employee to render services at or on the District’s property under this Agreement

where students may be present when those employees of vendor/contractor or subcontractor's employees have charges pending, have been convicted of, received probation for, or deferred adjudication for:

- Improper relationship between educator or student;
- An offense for which the person is required to register as a sex offender;
- Sale, distribution, or display of harmful material to minor;
- A felony offense under Chapter 43 of the Penal Code (Public Indecency);
- A felony offense involving school property;
- Any offense against a child;
- Any sex offense;
- Any crimes against persons involving weapons or violence;
- Any felony offenses involving controlled substances;
- Any felony offense against property;
- Any other offense that, in the district's sole discretion, might compromise the safety of students, staff, or property; or
- An offense under the laws of another state that is equivalent to any of the above.

In addition, Owner or Contractor will at least annually obtain criminal history record information that relates to any employee, agent, or applicant of the Contractor, if the person has or will have duties related to the Project, and the duties are or will be performed on Owner's Project, or at another location where students are likely to be present. Contractor shall assume all expenses associated with the background checks and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony or a misdemeanor involving moral turpitude from Owner's property, or other location where students are likely to be present. Owner shall determine what constitutes "moral turpitude" or a "location where students are likely to be present."

2.14 CONTRACTOR'S employees, agents, **SUBCONTRACTORS**, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them maybe liable, shall not perform any service for Owner while under the influence of any amount of alcohol or any controlled substance, or use, possess, distribute, or sell alcoholic beverages while on Owner's premises. No person shall use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia; misuse legitimate prescription drugs; or act in contravention of warnings on medications while performing the Work or on Owner's premises.

CONTRACTOR and its **SUBCONTRACTORS** shall use FC Analytics in Dallas, Texas, to obtain a drug test and badge to work on GCISD premises and properties. The badges shall also be worn at all times.

Contractor's violation of this section shall constitute a substantial failure under the Contract.

2.15 The **CONTRACTOR** and all members of its work force will be required to be "badged" daily by the Administration of the campus where the work is being performed. Badges are to be

worn where readily visible while on campus. Failure to secure a badge, and display it, will be grounds for immediate removal from the campus, without any acceptable delay in the Project Schedule or compensation.

3. COMPENSATION.

3.1 The Contract Sum for the Project, in accordance with **CONTRACTOR'S** proposals dated February 6th, 2026 shall be as follows:

| | | |
|-------------------------|--|---|
| \$474,289.48 | Base Bid | . |
| <u>\$Not Applicable</u> | <u>Alternate #XX</u> | |
| <u>\$Not Applicable</u> | <u>In-Contract, Owner Controlled Contingency</u> | |
| <u>\$ 474,289.48</u> | TOTAL CONTRACT SUM | |

The In-Contract Owner-Controlled Contingency is for the exclusive use of the Owner for changes in the work. Any unused contingency will be returned to the Owner prior to the closeout of the project in the form of a deductive change order.

3.2 Retainage of 5% of the initial payment shall be withheld by the **DISTRICT** and shall be paid upon final completion of the Project.

3.3 Payment for Services rendered will be past due 45 days from receipt of invoice. Past due amounts may be charged interest per at rates specified in Texas Government Code Section 2251.025 on any unpaid balances over forty-five (45) days old. This will not be applied to any disputed amounts.

3.4 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Contract. A Change Order shall be based upon agreement among the **DISTRICT** and **CONTRACTOR**. A Construction Change Directive requires agreement by the **DISTRICT** and may or may not be agreed to by the **CONTRACTOR**. The **DISTRICT** alone may issue an order for a minor change in the Work.

3.5 Any claim for an increase in the Contract Sum or an increase in the Contract Time shall be given to **DISTRICT** in writing prior to performing any additional work that would increase the Contract Sum or prior to exceeding the agreed Contract Time. Claims for an increase in the Contract Sum or the Contract Time must be initiated within twenty-one (21) days after **CONTRACTOR** first recognizes the condition giving rise to the claim, or the claim shall be waived. Claims shall be submitted to **DISTRICT**. If **DISTRICT** and **CONTRACTOR** are unable to agree on the claims, **DISTRICT** will investigate the claim and report findings and recommendations in writing to the **CONTRACTOR** promptly. If the **DISTRICT AND CONTRACTOR** agree, the agreement will be reflected in a Change Order. If they do not agree, the parties shall follow the Dispute Resolution process in Section 6 of this Agreement.

3.6 LIQUIDATED DAMAGES

3.6.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between **DISTRICT** and **CONTRACTOR** that time is of the essence in the Substantial

Completion and Final Completion of the Project and **DISTRICT** shall sustain actual and direct damages as a result of **CONTRACTOR'S** failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by **DISTRICT** and **CONTRACTOR** that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of **CONTRACTOR** to Substantially complete the work within the allotted times, that such sums are liquidated direct damages and shall not be construed as a penalty, and that such sums may be deducted from payments due **CONTRACTOR** if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the **DISTRICT** in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement.

3.6.2 It is expressly agreed as a part of the consideration inducing the **DISTRICT** to execute this Agreement that the **DISTRICT** may deduct from the Final Payment made to the **CONTRACTOR** a sum equal to \$500 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

3.6.3 Timely Final Completion is an essential condition of this Agreement. **CONTRACTOR** agrees to achieve Final Completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. **DISTRICT** and **CONTRACTOR** agree that should **CONTRACTOR** fail to achieve Final Completion of the Agreement by the deadline, **DISTRICT** shall continue to be damaged to a greater degree by such delay. **CONTRACTOR** and **DISTRICT** agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$1,000 per day. **DISTRICT** may deduct from the Final Payment made to **CONTRACTOR**, or, if sufficient funds are not available, then **CONTRACTOR** shall pay **DISTRICT** the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

4. GENERAL CONSIDERATIONS

4.1 Faxed or E-mailed copies of a fully executed **CONTRACT** shall be fully binding on both parties and effective for all purposes whether or not originally executed documents are transmitted to the **CONTRACTOR**. Faxed or E-mailed signatures will be treated the same as original signatures.

4.2 Unless otherwise specified, the **CONTRACT** shall be construed to be in accordance with, and its performance governed by the laws of the State of Texas. Venue for any litigation arising out of or related to the **CONTRACT** shall be in state courts in Tarrant County, Texas.

4.3 Neither the **DISTRICT** nor **CONTRACTOR** may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in association with this **CONTRACT** without the written consent of the other Party. Unless specifically stated to the contrary in any written consent to and assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **CONTRACT**.

5.0 WARRANTIES, INDEMNIFICATION, AND LIMITED LIABILITY

5.1 **CONTRACTOR** shall provide a one (1) year warranty of replacement or repair of any defect in materials or workmanship under this **CONTRACT** and in connection with its Services.

5.1.1 **CONTRACTOR** shall, separately and in addition, warrant construction of the Project in a good and workmanlike manner and in accordance with the plans and specifications for the Project.

5.2 TO THE FULLEST EXTENT PERMITTED BY LAW, THE **CONTRACTOR** AGREES TO INDEMNIFY AND HOLD HARMLESS THE **DISTRICT**, AND ITS OFFICERS, TRUSTEES, AGENTS, CONSULTANTS, AND EMPLOYEES FROM ANY CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND OTHER PROFESSIONALS, OR OTHER DISPUTE RESOLUTION COSTS, ARISING FROM **CONTRACTOR'S** NEGLIGENT OR INTENTIONAL ACTS, ERRORS, OR OMISSIONS IN THEIR PERFORMANCE OR SERVICES UNDER THIS **CONTRACT**, EXCEPT TO THE EXTENT THAT SUCH CLAIM, DAMAGE, LOSS, OR EXPENSE IS CAUSED BY ANY NEGLIGENT ACT OR BREACH OF OBLIGATION BY **DISTRICT**.

5.3 All materials delivered shall be free of any and all liens and shall, upon acceptance thereof, become the property of the **DISTRICT**, free and clear of any materialman's, supplier's, or other type liens.

5.4 Acceptance by the **DISTRICT** of any delivery shall not relieve the **CONTRACTOR** of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the **DISTRICT'S** right to request replacement of defective material.

6. DISPUTE RESOLUTION.

6.1 The **DISTRICT** and **CONTRACTOR** agree to negotiate in good faith any disputes between themselves for a period of 30 days from the date of notice prior to exercising their rights under section 6 of the Contract.

6.2 The **CONTRACTOR** stipulates that the **DISTRICT** is a political subdivision of the State of Texas, and, as such, may enjoy immunities from suite and/or liability under the Constitution and laws of the State of Texas. By entering into this **CONTRACT**, the **DISTRICT** does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

6.3 The **DISTRICT** and **CONTRACTOR** shall endeavor to resolve remaining claims, disputes and other matters in question between them by Mediation. A request for Mediation shall

be made in writing, and delivered to the other party. Mediation shall be conducted by a mutually acceptable person or entity. The parties shall share the Mediator's fee and any filing fees equally. The Mediation shall be held in the county where the **DISTRICT'S** main administrative office is located, unless another location is mutually agreed upon. If the parties cannot mutually agree on a mediator, the parties shall jointly request a district judge in Tarrant County for appointment of mediator.

6.4 The parties agree that any claim, dispute, or other matter in controversy between them shall not be subject to Mandatory Arbitration.

6.5 If the parties do not resolve their dispute through Mediation pursuant to this **CONTRACT**, the method of binding dispute resolution shall be through Litigation with venue as stated in Section 4.2 above.

7. TERMINATION OR SUSPENSION.

7.1 The **CONTRACTOR** may terminate the **CONTRACT** if the Work is suspended by the **DISTRICT** for a period of sixty (60) consecutive days through no act or fault of the **CONTRACTOR** or its forces, or if the **DISTRICT** fails to make timely payments of duly submitted regular invoices by the **CONTRACTOR**.

7.2 In the event of termination not the fault of the **CONTRACTOR** or **DISTRICT'S** convenience, the **CONTACTOR** shall be compensated for services properly executed and performed prior to termination.

7.3 The **DISTRICT** may terminate the **CONTRACT** if the **CONTRACTOR** repeatedly fails to supply enough skilled workers or proper materials to the Project, fails to cover materials and labor expenses, is negligent, fails to comply with State or federal law, fails to properly perform or complete the Project, fails to timely perform the Project, is otherwise engaged in any other misconduct, or for other good cause.

7.4 Whenever the **DISTRICT**, in its discretion, deems it to be in its best interests, it may terminate this **CONTRACT** for the **DISTRICT'S** convenience. Such termination shall be effective when the **DISTRICT** delivers written notice of such termination for convenience to the **CONTRACTOR**. Upon receipt of such notice from the **DISTRICT**, the **CONTRACTOR** shall not thereafter incur, and the **DISTRICT** shall have no liability for, any costs under this **CONTRACT** that are not necessary for actual performance of the Scope of Work after the date of that termination for convenience. In the event of a termination for convenience hereunder, the **DISTRICT** shall have no liability to the **CONTRACTOR** for lost or anticipated profit resulting there from.

7.5 The **CONTRACTOR** shall be considered in default of this **CONTRACT**, and such default shall be grounds for the **DISTRICT** to terminate any resulting award for this **CONTRACT** and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if **CONTRACTOR** fails to perform any of its obligations under this **CONTRACT**, and fails to correct such non-performance within ten (10) calendar days of written notice from the **DISTRICT** to do so. Should any termination of this **CONTRACT** under this Item 7 be held to be

unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience.

7.6 Notwithstanding the provision(s) of any paragraph(s) of the Agreement or any document made part of the agreement, the parties agree that District cannot legally indemnify the **CONTRACTOR** and that District does not agree to do so. Any provisions requiring District to indemnify the **CONTRACTOR** or others, are void and of no effect.

7.7 Notwithstanding the provision(s) of any paragraph(s) of the Agreement or any document made part of the agreement, the parties agree that the District is immune from any tort claims under the Texas Tort Claims Act and has no legal liability for claims, damages, or injuries of the **CONTRACTOR** under the Agreement. The parties agree that the provisions of the above stated paragraphs are void and without effect, and do not require the District to obtain insurance or to otherwise assume legal liability for such damages.

7.8 Pursuant to Texas Government Code, Chapter 2271, as amended, if **CONTRACTOR** is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the Agreement with the District is \$100,000 or more, the **CONTRACTOR** represents and warrants to the District that the **CONTRACTOR** does not boycott Israel and will not boycott Israel during the term of the Agreement.

7.9 The **CONTRACTOR** verifies by its signature below that it is not a foreign terrorist organization identified on the lists prepared and maintained by the Texas Comptroller of Public Accounts. See Subchapter F, Chapter 2252, Texas Government Code, "Prohibition on Contracts with Certain Companies." If the **CONTRACTOR** has misrepresented its inclusion in the Comptroller's list, such omission or misrepresentation voids this Agreement.

7.9.1 The **CONTRACTOR** verifies by its signature below that it is not an abortion provider or an affiliate of an abortion provider whereby the provider or affiliate receives something of value derived from state or local tax revenue. Any contract entered by the District is void if the Vendor has such a prohibited affiliation or contractual relationship. See Texas Government Code Chapter 2273.

7.9.2 Pursuant to Texas Government Code Chapter 2274, if the Agreement has a value of \$100,000 or more and **CONTRACTOR** is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit (specifically excluding a sole proprietorship), **CONTRACTOR** certifies that IT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined by Texas Government Code Chapter 2274, and will not during the term of the Agreement, unless excepted from that law.

7.9.3 If the Agreement has a value of \$100,000 or more, **CONTRACTOR** certifies that **CONTRACTOR** does not boycott energy companies and will not during the term of the Agreement, unless excepted by that law.

7.10 Texas Government Code 552

7.10.1 By entering into this **CONTRACT**, pursuant to Texas Government Code 552, subchapter J, the **CONTRACTOR** agrees to be bound by the following terms if the **CONTRACT** has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the **DISTRICT** or if the **CONTRACT** results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the **DISTRICT** in a fiscal year of the **DISTRICT**. If the **DISTRICT** receives a written request for public information related to this Contract that is in the possession or custody of the **CONTRACTOR** and not in the possession or custody of the **DISTRICT**, the **DISTRICT** shall send, not later than the fourth business day after the date the **DISTRICT** receives the written request, a written request to the **CONTRACTOR** that **CONTRACTOR** provide that information to the **DISTRICT**.

7.10.2 The **CONTRACTOR** must:

.1 Preserve all contracting information related to the **CONTRACT** as provided by the records retention requirements applicable to the **DISTRICT** for the duration of the **CONTRACT**;

.2 Promptly, within four business days, provide to the **DISTRICKT** any requested contracting information that is in the custody or possession of the **CONTRACTOR** upon request of the **DISTRICT**; and,

.3 On completion of the **CONTRACT**, either:

.1 Provide to the **DISTRICT** at no cost all contracting information related to the **CONTRACT** that is in the custody or possession of the **CONTRACTOR**; or

.2 Preserve the contracting information related to the **CONTRACT** as provided by the records retention requirements applicable to the District.

.3 The requirements of subchapter J, Chapter 552, Government Code, may apply to this **CONTRACT** and the **CONTRACTOR** agrees that the contract can be terminated if the **CONTRACTOR** knowingly or intentionally fails to comply with the requirements of that subchapter.

7.10.3 Further, under Texas Government Code Chapter 552.372(c), the **DISTRICT** may not accept a bid for or award a contract to an entity that the **DISTRICT** has determined has knowingly or intentionally failed in a previous bid or contract to comply with subchapter J, unless the **DISTRICT** determines and documents that the entity has taken adequate steps to ensure future compliance.

7.10.4 If a **CONTRACTOR** fails to provide to the **DISTRICT** the requested information, Texas Government Code Chapter 552.373 requires the **DISTRICT** to notify the **CONTRACTOR** in writing of the failure and allow 10 business days to cure the violation. **DISTRICT** may terminate the **CONTRACT** if **CONTRACTOR** fails to remedy the failure, **DISTRICT** determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

7.11 This **CONTRACT** shall not be construed to deny or diminish the right of any person to work because of the person’s membership or other relationship status with respect to any organization. Texas Government Code § 2269.054. This **CONTRACT** shall also not prohibit, require, discourage or encourage a person, or discriminate against a person bidding on this **CONTRACT** from entering into or declining to enter into, or adhering to, an agreement with a collective bargaining organization relating to this Project. Texas Government Code § 2269.0541.

8.0 This Agreement shall be governed by the laws of the State of Texas, without regard to its principles of conflict of laws. Venue for any dispute arising out of or related to this Agreement shall be in state district courts of Tarrant County, Texas.

8.1 The parties agree that arbitration shall not be mandated for any dispute between the parties arising out of or related to this Agreement

8.2 The terms of this Agreement shall take precedence over any terms or provisions of any document made part of the agreement, to the contrary.

This **CONTRACT**, including attached Exhibits, constitutes the entire agreement between the **DISTRICT** and **CONTRACTOR**, and supersedes all prior written or oral understandings. This **CONTRACT** may only be amended, supplemented, modified, or cancelled by a duly executed written instrument executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have executed this **CONTRACT**.

DISTRICT:
Grapevine-Colleyville Independent School District

CONTRACTOR:
Communicon, Inc.

By: _____

Signed by:
By: Jeff Mauldin
F2B65FACF155465...

Name: _____

Name: Jeff Mauldin

Title: _____

Title: President/CEO

Date Signed: _____

Date Signed: 2/23/2026

EXHIBIT "A"
INSURANCE COVERAGES AND AMOUNTS

The following are the minimum acceptable coverages and amounts for this Project:

Workers' Compensation:

| | | |
|-----------------------|--------------------|------------------------|
| State: | Statutory Benefits | |
| Employer's Liability: | \$1,000,000 | per accident |
| | \$1,000,000 | disease, policy limit |
| | \$1,000,000 | disease, each employee |

Commercial General Liability:

| | | |
|------------------|-------------|-----------------|
| Each occurrence: | \$1,000,000 | each occurrence |
| | \$2,000,000 | aggregate |

| | | |
|------------------------------|---------|-----------------|
| Medical Expense (per person) | \$5,000 | each occurrence |
|------------------------------|---------|-----------------|

Products & Completed Operations: \$2,000,000 aggregate (to be maintained for a period of two years after Final Payment; **CONTRACTOR** shall continue to provide evidence of such coverage to **DISTRICT** on an annual basis during this period and **DISTRICT** shall be named by endorsement as an Additional Insured for such coverage)

| | | |
|-------------------------------|-------------|-----------|
| Personal & Advertising Injury | \$2,000,000 | aggregate |
|-------------------------------|-------------|-----------|

Must include Completed Operations coverage for **CONTRACTOR**, its SUB-**CONTRACTORS** and **DISTRICT**.

Must Include Contractual Liability Coverage.

Must Include General Aggregate Per Project Endorsement

Contractual Liability:

Property Damage shall be included in Commercial General Liability Coverage.

Insurance sufficient to cover **CONTRACTOR'S** contractual indemnities.

Business Automobile Liability, including owned, non-owned, hired, or any other vehicles, in at least the amount of the Texas statutory minimum for school districts of \$100,000 per person, \$300,000 per occurrence, and \$100,000 property damage.

Builder's Risk : Amount of this Contract. The policy shall be, by endorsement, primary and non-contributory.

EXHIBIT "B"

LABOR WAGE RATE SCHEDULE

CONTRACT IS NOT VALID WITHOUT INCLUSION OF THIS EXHIBIT

EXHIBIT B

**Prevailing Wage Rate
Determination Information**

*The following information is from Chapter 2258
Texas Government Code:*

2258.021. Right to be Paid Prevailing Wage Rates.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a CONTRACTOR or SUBCONTRACTOR in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

2258.023. Prevailing Wage Rates to be Paid by CONTRACTOR and SUBCONTRACTOR;
Penalty.

- (a) The CONTRACTOR who is awarded a contract by a public body or a SUBCONTRACTOR of the CONTRACTOR shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A CONTRACTOR or SUBCONTRACTOR who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A CONTRACTOR or SUBCONTRACTOR does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality

has a population of more than 10,000.

2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract;and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the CONTRACTOR under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the CONTRACTOR has violated this chapter.

EXHIBIT C

REQUIRED WORKERS' COMPENSATION COVERAGES 28 TAC 110.110(c) (7), adopted to implement Texas Labor Code 406.096

The District shall use the following language for bid specifications and contracts for building or construction, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation.

A certified or notarized certification of insurance, a certificate of authority to self-insure issued by the Texas Department of Insurance (TDI), or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the CONTRACTOR's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("SUBCONTRACTOR" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent CONTRACTORS, SUBCONTRACTORS, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project, such as food/beverage CONTRACTORS, office supply deliveries, and delivery of portable toilets.

The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the CONTRACTOR providing services on the project for the duration of the project.

The CONTRACTOR must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The CONTRACTOR shall obtain from each person providing services on a project, and provide to the governmental entity:

1. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. No later than seven days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The CONTRACTOR shall notify the governmental entity in writing by certified mail or personal delivery, within ten days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The CONTRACTOR shall post on each project site a notice, in the text, form, and manner prescribed by the TDI, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:

3. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all of its employees' providing services on the project for the duration of the project;
4. Provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project;
5. Provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. Obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
7. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
8. Notify the governmental entity in writing by certified mail or personal delivery, within ten days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
9. Contractually require each person with whom it contracts to perform as required by items 1–6, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the governmental entity that all employees of the CONTRACTOR who will provide services on the project will be covered by workers' compensation coverage for the

duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the TDI's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The CONTRACTOR's failure to comply with any of these provisions is a breach of contract by the CONTRACTOR that entitles the governmental entity to declare the contract void if the CONTRACTOR does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996.

28 TAC 110.110(i)



Ruben Aldaz
Colleyville Grapevine ISD

December 17th, 2025
6 Page(s)

Re: Colleyville Heritage High School, Heritage Elementary School, & District Swim Center

On behalf of Communication Concepts, we would like to thank you for allowing us the opportunity to serve you. We do not take these opportunities lightly.

In this proposal, we have taken the time to clarify each work segment for what we understand and interpret to be your expectations for the scope of work provided and what is required to execute and deliver this project in a professional and timely manner. We place tremendous importance on defining a complete and clearly defined scope of work, as this empowers our Operations Team to exceed your expectations.

As an overview, this proposal includes the following:

1. Audit, Test and Document Existing Public Address Systems
2. Provide and install New Valcom IP6000 Headend & Devices in Colleyville Heritage High School & Heritage Elementary School
3. Provide and install New Devices in District Swim Center
4. Equipment to be demo will be returned to owner
5. Firmware updated before installation
6. Voluntary Alternate provided on original drawings but not specified in District mark ups

"Our objective is to create a Great experience for those we serve." Therefore, we respectfully submit this proposal and look forward to the prospect of working with you. If you have any questions, please do not hesitate to call.

Best Regards,

Your Communication Concepts Preconstruction Design & Estimating Team!

Cecilia Smith

PreConstruction Design / Estimation Team Coordinator
csmith@coconcepts.com
817-920-9902, Ext 123

Pedro Gonzalez

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Jeff Mauldin

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SET, NICET Senior Engineering Technician
APS, Texas Dept. of Insurance, Alarm Planning Superintendent

My primary objective is to create a great experience for those we serve!



4216 Hahn Blvd, Fort Worth, Texas 76117-1711

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www.coconcepts.com





Colleyville Heritage High School,
Heritage Elementary School,
& District Swim Center

BASE PROPOSAL PRICE:

- ✦ **Audit, Test and Document Existing PA Systems (Includes all three Schools)**
 - *Pretest and document findings for the Public Address/Master Clock Systems prior to demolition or renovation. Then, upon completion of the Public Address/Master Clock System and document findings.*

- ✦ **District Swim Center - Existing Valcom IP6000 Public Address and Master Clock System**
 - *Communication Concepts is a Valcom Factory Authorized Integrator.*
 - *Provide and install new specified devices & their placement as shown on drawings District revised T1.01 provided on 10/21/25 including:*
 - *One (1) - S1 VIP-422A*
 - *Four (4) - S2 V-9022A OR V-1010C*
 - *Three (3) - S4 V-1080*
 - *One (1) - D1 VL-550BK-F*
 - *One (1) - CONSOLE*
 - *Provide & Install One (1) Power Supply & Gateway*
 - *Device to be tied into Cross Timbers existing Valcom IP6000 through switch provided in workroom storage.*
 - *Includes Factory Upcharge for 5-year manufacturer warranty per specifications*

- ✦ **Heritage Elementary School - Public Address and Master Clock System**
 - *Provide & install Valcom IP6000 Headend*
 - *Communication Concepts is a Valcom Factory Authorized Integrator.*
 - *Provide and install Valcom IP6000 Headend in place of the legacy Bogen System*
 - *Provide and install specified devices & their placement as shown on drawings District revised T1.01-T1.05 provided on 10/21/25 including:*
 - *Four (4) - D1 VL-550BK-F*
 - *Seven (7) - D2 VL-522BK-F-FC*
 - *Two (2) – Wire Guards*
 - *Two (2) - CONSOLE*
 - *Provide & Install Four (4) AMPs & Gateways*
 - *Provide and install Patch Cables & CommScope CAT6A cabling for new Valcom Headend & devices **only**.*
 - *Patch Panels & IP Network Switches are Owner Furnished Owner Installed*
 - *It is assumed that space will be provided on existing racks.*
 - *Includes Factory Upcharge for 5-year manufacturer warranty per specifications*



COMMUNICATION
CONCEPTS



✦ **Colleyville Heritage High School - Public Address and Master Clock System**

- Provide & install Valcom IP6000 Headend
- Communication Concepts is a Valcom Factory Authorized Integrator.
- Provide and install Valcom IP6000 Headend in place of the legacy Bogen System
- Provide and install specified devices & their placement as shown on drawings District revised T1.01-T1.20 provided on 10/21/25 including:
 - Ten (10) - D1 VL-550BK-F
 - Thirty-Two (32) - D2 VL-522BK-F-FC
 - Five (5) – Wire Guards
 - Two (2) - CONSOLE
- Provide & Install Fifteen (15) AMPs & Gateways
- Provide and install Patch Cables & CommScope CAT6A cabling for new Valcom Headend & devices **only**.
- Patch Panels & IP Network Switches are Owner Furnished Owner Installed
- It is assumed that space will be provided on existing racks.
 - Includes Factory Upcharge for 5-year manufacturer warranty per specifications



| Project Name: Grapevine Colleyville - SwimCenter Valcom Enhancements & Upgrade | | | | | | | |
|--|---|--|------------|-------------|-------------------|-------------|----------------|
| Manufacturer | Item No. | Description | Qty | MSRP Each | Contract Discount | Price Each | Extended Price |
| VALCOM | VALVE8092 | IP Touchscreen Interactive Touchscreen for Emergency Messages | 1.00 | \$ 4,624.08 | 14% | \$ 3,976.71 | \$ 3,976.71 |
| VALCOM | VALVL520BK-F-FC | IP Speaker with Text and Flasher, Black Finish | 1.00 | \$ 1,777.84 | 14% | \$ 1,528.94 | \$ 1,528.94 |
| VALCOM | VALVL550F | IP Message Display w/Speaker & Flasher (41.75" W X 5.88" H) Black Finish | 1.00 | \$ 2,209.00 | 14% | \$ 1,899.74 | \$ 1,899.74 |
| VALCOM | VALVE9022A-2 | 2X2 Lay-In Ceiling Self Amplified "Companion Speaker" | 3.00 | \$ 174.85 | 14% | \$ 150.37 | \$ 451.11 |
| VALCOM | VALVE4022A | IP 2' x 2' Layin Speaker, One Way/Talkback Common | 1.00 | \$ 1,240.53 | 14% | \$ 1,066.86 | \$ 1,066.86 |
| VALCOM | VALVE8004BR | Audio Gateway, SIP Compliant Network Audio Port, 4-Line Level Outputs OR 4-Line Level Inputs, Rack M | 1.00 | \$ 1,023.10 | 14% | \$ 879.87 | \$ 879.87 |
| VALCOM | VALVP-6124 | Power Supply, 6-Amp, Positice 24-VDC | 1.00 | \$ 560.80 | 14% | \$ 482.29 | \$ 482.29 |
| VALCOM | VALV-1080-GY | Horn Loudspeaker One Way Paging Horn ****SELF-AMPLIFIED *** ***Add VALV-9805 Enclosure and Faceplate *** | 4.00 | \$ 243.00 | 7% | \$ 225.99 | \$ 903.96 |
| VALCOM | VALV-9809 | Vandal resistant Enclosure and Faceplate (Surface Mount) | 4.00 | \$ 184.68 | 14% | \$ 158.82 | \$ 635.30 |
| Commscope | COM760107268 | MFT - CAT6A Plenum - 2091B WHT C6A 4/23 U/UTP W1000 | 2.00 | \$ 1,387.22 | 7% | \$ 1,290.11 | \$ 2,580.23 |
| WEST PENN WIRE | WPW254246EZBL1000 | MFT - CAT6 Plenum | 2.00 | \$ 552.00 | 7% | \$ 513.36 | \$ 1,026.72 |
| Communication Concepts | CADCAT32HP245M | 2" J Hook assembled to hammer on flange clip | 200.00 | \$ 12.30 | 14% | \$ 10.58 | \$ 2,115.60 |
| Communication Concepts | CONDUIT | Wire Mold Stub-Ups (Box, Molding, Straps, Screws) | 4.00 | \$ 72.00 | 7% | \$ 66.96 | \$ 267.84 |
| Communication Concepts | CONDUIT | EMT Conduit Runs, 3/4" Conduit & Fittings (Price per 100-ft) | 4.00 | \$ 151.00 | 7% | \$ 140.43 | \$ 561.72 |
| INSTALLATION | | | *** | *** | *** | *** | *** |
| Communication Concepts | FREIGHT | Projected Freight | 1.00 | \$ 462.10 | 0% | \$ 530.42 | \$ 530.42 |
| Communication Concepts | Install Tech 1 | Installation of Cabling | 24.00 | \$ 90.00 | 6% | \$ 84.60 | \$ 2,030.40 |
| Communication Concepts | Install Tech 2 | Installation of Cabling | 24.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 2,143.20 |
| Communication Concepts | Install Tech 1 | Installation of Field Devices | 18.00 | \$ 90.00 | 6% | \$ 84.60 | \$ 1,522.80 |
| Communication Concepts | Install Tech 2 | Installation of Field Devices | 18.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 1,607.40 |
| Communication Concepts | Install Tech 2 | Installation of Power Supplies, Control Panels, etc. | 8.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 714.40 |
| Communication Concepts | Install Tech 2 | Pre-testing for AHJ /Owner Acceptance | 2.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 178.60 |
| Communication Concepts | Install Tech 2 | Final AHJ/Owner Acceptance Inspection | 4.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 357.20 |
| Communication Concepts | Install Tech 2 | End user Training | 4.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 357.20 |
| Communication Concepts | COMMSCOPE CERTIFIED FIELD PROJECT COORDINATOR | Commscope Certified Field Project Coordinator Time to supervise the installation, per site inspections, approve final testing, and system acceptance by AHJ. | 16.00 | \$ 125.00 | 6% | \$ 117.50 | \$ 1,880.00 |
| Communication Concepts | FIELD PROJECT COORDINATOR | Field Project Coordinator Time to supervise the installation, per site inspections, approve final testing, and system acceptance by AHJ. | 8.00 | \$ 125.00 | 6% | \$ 117.50 | \$ 940.00 |
| Communication Concepts | PROJECT MANAGEMENT | Project Manager Time to manage the design, procurement of materials, installation, site inspections, testing, commissioning and training. | 4.00 | \$ 155.00 | 6% | \$ 145.70 | \$ 582.80 |
| System Audit | | | *** | | | | \$ 5,190.00 |
| BuBoard/Tips | | | *** | | | | \$ 784.44 |
| Payment & Performance Bonds | | | *** | | | | \$ 896.51 |
| Total Excludes Sales Tax | | | *** | | | | \$ 38,092.25 |

COMMUNICATION CONCEPTS



Project Name: Grapevine Colleyville - Heritage Elementary School Valcom Enhancements & Upgrade

| Manufacturer | Item No. | Description | Qty | MSRP Each | Contract Discount | Price Each | Extended Price |
|---|---|--|--------|--------------|-------------------|--------------|----------------------|
| VALCOM | VALVEIP6K-1 | Advanced Software Hardware Package, consisting of: ** 100 IP Endpoint License Pack ** one (1) VE6030 Communication/Notification Server ** one (1) VE8090R SIP Controller ** one (1) VE8004BR Network Page Zone Extender 4-audio in/4-audio out/4-relay outputs/4-contact closure inputs ** one (1) VE8048R 8-Relay Out/8-Contact Closure Input Module | 1.00 | \$ 20,528.98 | 14% | \$ 17,654.92 | \$ 17,654.92 |
| VALCOM | VALVE8092 | IP Touchscreen Interactive Touchscreen for Emergency Messages | 2.00 | \$ 4,624.08 | 14% | \$ 3,976.71 | \$ 7,953.42 |
| VALCOM | VALVL520BK-F-FC | IP Speaker with Text and Flasher, Black Finish | 2.00 | \$ 1,777.84 | 14% | \$ 1,528.94 | \$ 3,057.88 |
| VALCOM | VALVL550F | IP Message Display w/Speaker & Flasher (41.75" W X 5.88" H) Black Finish | 4.00 | \$ 2,209.00 | 14% | \$ 1,899.74 | \$ 7,598.96 |
| VALCOM | VALV-WGVL550-2 | WIREGUARD FOR IP Message Display w/Speaker & Flasher (41.75" W X 5.88" H) Black Finish | 2.00 | \$ 216.88 | 14% | \$ 186.52 | \$ 373.03 |
| VALCOM | VALVL522BK-F-FC | IP Speaker with Text and Flasher, Black Finish, Double Face | 7.00 | \$ 2,470.30 | 14% | \$ 2,124.46 | \$ 14,871.21 |
| VALCOM | VALVE8002BR | Audio Gateway, SIP Compliant Network Audio Port, 2-Line Level Outputs OR 2-Line Level Inputs | 2.00 | \$ 871.60 | 14% | \$ 749.58 | \$ 1,499.15 |
| VALCOM | VALV-6120 | Six Channel Audio Amplifier ** Circuits 1 & 2, 40-watts each, 25 or 70V ** Circuits 3 thru 6, 10-wat | 4.00 | \$ 1,144.00 | 14% | \$ 983.84 | \$ 3,935.36 |
| VALCOM | VALVP-6124 | Power Supply, 6-Amp, Positive 24-VDC | 4.00 | \$ 560.80 | 14% | \$ 482.29 | \$ 1,929.15 |
| WEST PENN WIRE | WPW25224BWH1000 | MFT - 18-GA, 2-COND, NO-SHIELD CL3P Plenum - WHITE | 1.00 | \$ 317.20 | 7% | \$ 295.00 | \$ 295.00 |
| Commscope | COM760107268 | MFT - CAT6A Plenum - 2091B WHT C6A 4/23 U/UTP W1000 | 7.00 | \$ 1,387.22 | 7% | \$ 1,290.11 | \$ 9,030.80 |
| Communication Concepts | CADCAT32HP245M | 2" J Hook assembled to hammer on flange clip | 400.00 | \$ 12.30 | 14% | \$ 10.58 | \$ 4,231.20 |
| INSTALLATION | | | *** | *** | | *** | *** |
| Communication Concepts | FREIGHT | Projected Freight | 1.00 | \$ 734.63 | 0% | \$ 734.63 | \$ 734.63 |
| Communication Concepts | Install Tech 1 | Installation of Cabling | 56.00 | \$ 90.00 | 6% | \$ 84.60 | \$ 4,737.60 |
| Communication Concepts | Install Tech 2 | Installation of Cabling | 56.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 5,000.80 |
| Communication Concepts | Install Tech 1 | Installation of Field Devices | 42.00 | \$ 90.00 | 6% | \$ 84.60 | \$ 3,553.20 |
| Communication Concepts | Install Tech 2 | Installation of Field Devices | 42.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 3,750.60 |
| Communication Concepts | Install Tech 2 | Installation of Power Supplies, Control Panels, etc. | 24.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 2,143.20 |
| Communication Concepts | Service Tech | Installation of Head End Equipment | 24.00 | \$ 105.00 | 6% | \$ 98.70 | \$ 2,368.80 |
| Communication Concepts | Programmer | Firmware/Software Configuration/Programming | 16.00 | \$ 155.00 | 6% | \$ 145.70 | \$ 2,331.20 |
| Communication Concepts | Install Tech 2 | Pre-testing for AHJ /Owner Acceptance | 16.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 1,428.80 |
| Communication Concepts | Install Tech 2 | Final AHJ/Owner Acceptance Inspection | 16.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 1,428.80 |
| Communication Concepts | Install Tech 2 | End user Training | 8.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 714.40 |
| Communication Concepts | Install Tech 1 | Daily Clean Up Hours in Occupied Building | 12.00 | \$ 90.00 | 6% | \$ 84.60 | \$ 1,015.20 |
| Communication Concepts | COMMSCOPE CERTIFIED FIELD PROJECT COORDINATOR | Commscope Certified Field Project Coordinator Time to supervise the installation, per site inspections, approve final testing, and system acceptance by AHJ. | 26.00 | \$ 125.00 | 6% | \$ 117.50 | \$ 3,055.00 |
| Communication Concepts | FIELD PROJECT COORDINATOR | Field Project Coordinator Time to supervise the installation, per site inspections, approve final testing, and system acceptance by AHJ. | 16.00 | \$ 125.00 | 6% | \$ 117.50 | \$ 1,880.00 |
| Communication Concepts | PROJECT MANAGEMENT | Project Manager Time to manage the design, procurement of materials, installation, site inspections, testing, commissioning and training. | 8.00 | \$ 155.00 | 6% | \$ 145.70 | \$ 1,165.60 |
| System Audit | | | | | | | \$ 10,380.00 |
| BuBoard/Tips | | | | | | | \$ 2,751.23 |
| Payment & Performance Bonds | | | | | | | \$ 2,918.75 |
| Excludes Sales Tax, Payment & Performance Bond | | | | | | | \$ 123,787.90 |

COMMUNICATION CONCEPTS



Project Name: Grapevine Colleyville - Colleyville Heritage High School Valcom Enhancements & Upgrade

| Manufacturer | Item No. | Description | Qty | MSRP Each | Contract Discount | Price Each | Extended Price |
|-------------------------------|---|--|------------|--------------|-------------------|--------------|----------------------|
| VALCOM | VALVEIP6K-1 | Advanced Software Hardware Package, consisting of: ** 100 IP Endpoint License Pack ** one (1) VE6030 Communication/Notification Server ** one (1) VE8090R SIP Controller ** one (1) VE8004BR Network Page Zone Extender 4-audio in/4-audio out/4-relay outputs/4-contact closure inputs ** one (1) VE8048R 8-Relay Out/8-Contact Closure Input Module | 1.00 | \$ 20,528.98 | 14% | \$ 17,654.92 | \$ 17,654.92 |
| VALCOM | VALVE8092 | IP Touchscreen Interactive Touchscreen for Emergency Messages | 2.00 | \$ 4,624.08 | 14% | \$ 3,976.71 | \$ 7,953.42 |
| VALCOM | VALVL520BK-F-FC | IP Speaker with Text and Flasher, Black Finish | 2.00 | \$ 1,777.84 | 14% | \$ 1,528.94 | \$ 3,057.88 |
| VALCOM | VALVL550F | IP Message Display w/Speaker & Flasher (41.75" W X 5.88" H) Black Finish | 10.00 | \$ 2,209.00 | 14% | \$ 1,899.74 | \$ 18,997.40 |
| VALCOM | VALV-WGVL350-2 | WIREGUAD FOR IP Message Display w/Speaker & Flasher (41.75" W X 5.88" H) Black Finish | 5.00 | \$ 216.88 | 14% | \$ 186.52 | \$ 932.58 |
| VALCOM | VALVL522BK-F-FC | IP Speaker with Text and Flasher, Black Finish, Double Face | 32.00 | \$ 2,470.30 | 14% | \$ 2,124.46 | \$ 67,982.66 |
| VALCOM | VALVE8004BR | Audio Gateway, SIP Compliant Network Audio Port, 4-Line Level Outputs OR 4-Line Level Inputs, Rack M | 15.00 | \$ 1,023.10 | 14% | \$ 879.87 | \$ 13,197.99 |
| VALCOM | VALV-6120 | Six Channel Audio Amplifier ** Circuits 1 & 2, 40-watts each, 25 or 70V ** Circuits 3 thru 6, 10-wat | 8.00 | \$ 1,144.00 | 14% | \$ 983.84 | \$ 7,870.72 |
| VALCOM | VALVP-6124 | Power Supply, 6-Amp, Posttice 24-VDC | 8.00 | \$ 560.80 | 14% | \$ 482.29 | \$ 3,858.30 |
| WEST PENN WIRE | WPWV252248WH1000 | MFT - 18-GA, 2-COND, NO-SHIELD CL3P Plenum - WHITE | 2.00 | \$ 317.20 | 7% | \$ 295.00 | \$ 589.99 |
| Commscope | COM760107268 | MFT - CAT6A Plenum - 2091B WHT C6A 4/23 U/UTP W1000 | 25.00 | \$ 1,387.22 | 7% | \$ 1,290.11 | \$ 32,252.87 |
| Communication Concepts | CADCAT32HP245M | 2" J Hook assembled to hammer on flange clip | 900.00 | \$ 12.30 | 14% | \$ 10.58 | \$ 9,520.20 |
| INSTALLATION | | | *** | *** | | *** | *** |
| Communication Concepts | FREIGHT | Projected Freight | 1.00 | \$ 1,576.46 | 0% | \$ 1,542.77 | \$ 1,542.77 |
| Communication Concepts | Install Tech 1 | Installation of Cabling | 110.00 | \$ 90.00 | 6% | \$ 84.60 | \$ 9,306.00 |
| Communication Concepts | Install Tech 2 | Installation of Cabling | 110.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 9,823.00 |
| Communication Concepts | Install Tech 1 | Installation of Field Devices | 60.00 | \$ 90.00 | 6% | \$ 84.60 | \$ 5,076.00 |
| Communication Concepts | Install Tech 2 | Installation of Field Devices | 60.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 5,358.00 |
| Communication Concepts | Install Tech 2 | Installation of Power Supplies, Control Panels, etc. | 100.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 8,930.00 |
| Communication Concepts | Service Tech | Installation of Head End Equipment | 48.00 | \$ 105.00 | 6% | \$ 98.70 | \$ 4,737.60 |
| Communication Concepts | Programmer | Firmware/Software Configuration/Programming | 64.00 | \$ 155.00 | 6% | \$ 145.70 | \$ 9,324.80 |
| Communication Concepts | Install Tech 2 | Pre-testing for AHJ /Owner Acceptance | 48.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 4,286.40 |
| Communication Concepts | Install Tech 2 | Final AHJ/Owner Acceptance Inspection | 72.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 6,429.60 |
| Communication Concepts | Install Tech 2 | End user Training | 16.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 1,428.80 |
| Communication Concepts | Install Tech 1 | Daily Clean Up Hours in Occupied Building | 48.00 | \$ 90.00 | 6% | \$ 84.60 | \$ 4,060.80 |
| Communication Concepts | Install Tech 1 | Security Badging | 2.00 | \$ 90.00 | 6% | \$ 84.60 | \$ 169.20 |
| Communication Concepts | Install Tech 2 | Security Badging | 2.00 | \$ 95.00 | 6% | \$ 89.30 | \$ 178.60 |
| Communication Concepts | FIELD PROJECT COORDINATOR | Security Badging | 2.00 | \$ 125.00 | 6% | \$ 117.50 | \$ 235.00 |
| Communication Concepts | FIELD PROJECT COORDINATOR | Field Project Coordinator Time to supervise the installation, per site inspections, approve final testing, and system acceptance by AHJ. | 40.00 | \$ 125.00 | 6% | \$ 117.50 | \$ 4,700.00 |
| Communication Concepts | PROJECT MANAGEMENT | Security Badging | 2.00 | \$ 155.00 | 6% | \$ 145.70 | \$ 291.40 |
| Communication Concepts | COMMSCOPE CERTIFIED FIELD PROJECT COORDINATOR | Commscope Certified Field Project Coordinator Time to supervise the installation, per site inspections, approve final testing, and system acceptance by AHJ. | 44.00 | \$ 125.00 | 6% | \$ 117.50 | \$ 5,170.00 |
| Communication Concepts | PROJECT MANAGEMENT | Project Manager Time to manage the design, procurement of materials, installation, site inspections, testing, commissioning and training. | 36.00 | \$ 155.00 | 6% | \$ 145.70 | \$ 5,245.20 |
| LIFT AND OTHER RENTALS | | | *** | *** | | *** | *** |
| Communication Concepts | LIFT RENTAL | Delivery and Pickup Fee - \$150 Delivery/\$150 Pickup | 2.00 | \$ 300.00 | 0% | \$ 300.00 | \$ 600.00 |
| Communication Concepts | LIFT RENTAL | 32-Ft - Scissor Lift - Monthly | 2.00 | \$ 2,900.00 | 0% | \$ 2,900.00 | \$ 5,800.00 |
| | | | | | | | \$ 20,760.00 |
| | | | | | | | \$ 7,313.98 |
| | | | | | | | \$ 7,773.24 |
| | | | | | | | \$ 312,409.33 |



✦ TOTAL BASE with Audit, TIPS/BUYBOARD FEES, & Payment & Performance Bonds \$474,289.48

DRAWINGS & ADDENDA USED TO PREPARE THIS BID:

1. Drawings date: 1-29-2025
2. Sheets:
 1. District Swim Center: T1.01
 2. Colleyville Heritage Elementary School: T1.01, T1.02, T1.03, T1.04, & T1.05
 3. Colleyville Heritage High School: T1.01, T1.02, T1.03, T1.04, & T1.05, T1.06, T1.07, T1.08, T1.09, & T1.10, T1.11, T1.12, T1.13, T1.14, T1.15, T1.16, T1.17, T1.18, T1.19, T1.20,
3. Addenda acknowledged:
 1. N/A

BUILDING SECTION INCLUDED IN THIS BID:

1. District Swim Center
2. Colleyville Heritage Elementary School
3. Colleyville Heritage High School
4. No other permanent or portable buildings are included.

Other Clarifications - Included

1. **ROUGH-IN:**
 - a. Communication Concepts will provide and install plenum-rated cable.
 - b. J-Hooks and Bridle Rings are included to support cable.
 - c. Fire caulking
2. **SCISSOR LIFTS AND SCAFFOLDING:**
 - a. 1 scissor lift for 2 months.
3. **CONTRACT INCLUSIONS:**
 - a. This proposal, terms and conditions, inclusions and exclusions must be incorporated as an amendment into any supplemental contract or agreement to perform this work.
4. **WARRANTY AND CLOSE-OUT DOCUMENTATION:**
 - a. Warranty letter(s), O&M Manual(s), and As-Built Drawings are included as specified.
 - b. Includes a one (1) year parts and labor warranty for naturally defective parts or workmanship beginning with substantial use of the system by the end user. Warranty service will be provided during Communication Concepts' normal business hours.
5. **OTHER TERMS:**
 - a. This price is valid for 30-days from the date of this proposal.

Other Clarifications - Excluded

The following items are excluded from this proposal's scope of work. Should Communication Concepts be requested to perform the excluded items below, a change order can be provided to reimburse Communication Concepts for this additional scope of work.

1. **OTHER SYSTEMS:** No work is included for the demolition, repair, make safe, installation or servicing of existing or new Intercom/Public Address, Video Surveillance, Access Control, or Intrusion Detection Systems at this time. This additional work can be included in support of renovation work once more information is made available for the Scope of Work to be completed.

COMMUNICATION CONCEPTS



2. **DWG FILES:** DWG files to be provided by others for the purposes of system shop drawings that fall under Communication Concepts Scope(s) of Work.
 - a. Should DWG files not be made available, Communication Concepts can create them for additional cost, **not included** in this proposal.
3. **ADDITIONAL SCOPE OF WORK:** Anything that requires additional design, permits, supervision, labor, materials, or expedited freight due to:
 - a. Additional information provided after bid time.
 - b. Hidden or unidentified conditions above ceilings, below floors or in walls
 - c. Devices added by the Fire Alarm System Inspector to "3rd Party Reviewed" and "AHJ Approved" Submittals during or after the Fire Alarm System Inspection.
 - d. Troubleshooting, repair or upgrades to the existing system or make them comply with local, NFPA, ADA, TAS and/or ANSI standards.
 - e. BIM and 3D modeling
4. **MAKE SAFE:** This proposal includes "MAKE SAFE" for the existing systems, devices and cabling in areas of renovation, as shown on Sheets 5.00 and 5.02
 - a. A written 2-week notice is to be provided by General Contractor prior to initiating any demolition work. Should this notice not be received by Communication Concepts 2-weeks prior to beginning demolition, Communication Concepts will be paid at its standard service rate for troubleshooting and repairing faults on existing cabling and devices.
 - b. "MAKE SAFE" includes removing existing field devices, protecting exposed conductors, and re-routing circuits around areas actively under construction to maintain the integrity of Systems in occupied areas.
 - c. Supplementary trips, re-routing, cable splicing, cable re-termination, removal of conduit, backboxes, raceways, and cable tray, etc.
5. **TAKE DOWN and PUT BACK:** This proposal excludes "Take Down and Put Back" for the existing systems, devices and cabling.
 - a. A written 2-week notice is to be provided by General Contractor prior to initiating any demolition work. Should this notice not be received by Communication Concepts 2-weeks prior to beginning demolition, Communication Concepts will be paid at its standard service rate for troubleshooting and repairing faults on existing cabling and devices.
 - b. "TAKE DOWN AND PUT BACK" devices from the existing ceiling tile, tying up the existing cabling in its existing location, and storing the devices for future reinstallation. After the new ceiling grid is installed, reinstall the existing devices in the new ceiling grid using ceiling tile provided by General Contractor.
 - c. Supplementary trips, re-routing, cable splicing, cable re-termination, removal of conduit, backboxes, raceways, and cable tray, etc.
6. **CARBON MONOXIDE (CO) DETECTORS OR DETECTION SYSTEMS**
 - a. Providing and installing cable, wire, power supplies, CO detectors or CO detection systems.
 - b. CO detectors or CO detection system interfaces with the fire alarm system
7. **ASBESTOS RELATED CONCERNS:**
 - a. Additional work or materials required due asbestos abatement and any work associated with scheduling, rescheduling, phasing, demobilization, remobilization, damage to existing or new systems under Communication Concepts' scope of work, and troubleshooting/repair of systems due to asbestos abatement or related concerns is not included.
8. **SCHEDULING:**
 - a. Compression, stacking and supervision costs / penalties due to
 - i. delayed, faulty or incomplete work of other trades.
 - ii. phased scheduling calendar being altered or changed after bid date

COMMUNICATION CONCEPTS



- b. Any re-inspection fees, penalties, charges or portion imposed by the AHJ, Architect or Owner, for the failing of the Fire Alarm System Inspection associated with the malfunction or unpreparedness of other trades.
- 9. **COORDINATION:**
 - a. All controls and interface cabling from addressable fire alarm control relays to associated Nurse Call, Security, Access Control, Sound Reinforcement, Audio-Visual, EMS, BMS, Smoke Control, Elevator, HVAC units and Fire Smoke Dampers are to be provided, installed and terminated by others.
- 10. **DAMAGE BY OTHER TRADES:**
 - a. Costs associated with troubleshooting, repair or upgrades to the existing system or any new system due to damage by other trades, including labor compression, labor stacking, supervision, and lift rental extension
- 11. **ELECTRICAL AND CONDUIT ROUGH-IN:**
 - a. All 110Vac or greater electrical power circuits, dedicated with 3rd wire ground.
 - b. All raceway, cable tray, stub-ups, sleeves, conduits, j-boxes, back boxes, t-bar hangers with 4/0 deep boxes with extension rings and Tiger claw ceiling tile supports with 4/0 deep boxes with extension rings.
 - c. All conduit or raceway is to include pull strings and stub back to accessible exposed or lay-in ceilings.
 - d. Back boxes are to be installed as indicated on Communication Concepts' submittal shop drawings as approved by the AHJ. Please do not rely on bid drawings.
 - e. Coring, cutting, patching, and painting of walls, floors, ceilings, roofing, concrete, etc.
 - f. Access, access panels, penetrations
 - g. Plywood backboards
 - h. Fire stopping systems
- 12. **OTHER ITEMS:**
 - a. Ceiling Tile to be provided by General Contractor
 - b. This proposal does not include wireless access points, projectors/mounts, displays/mounts, cameras, motion detectors, door contacts or other security, technology or audio-visual systems devices or associated cabling.
 - c. Portable buildings or other outbuildings not specifically shown on the drawings.
 - d. Unforeseen Cost Increases due to unpredictable market price conditions for building materials, equipment, cabling, copper, aluminum, steel, Teflon, Tariffs, etc.
 - e. Sales and/or Use Tax
 - f. Payment & Performance Bonds

OTHER SYSTEMS NOT INCLUDED, BUT WHICH MAY BE INCORPORATED:

- ✚ Access Control
- ✚ Carbon Monoxide Detection
- ✚ Emergency Communication
- ✚ Intercom
- ✚ Intrusion Detection
- ✚ Fire Alarm
- ✚ Count-down / Count-up Timer
- ✚ Nurse Call
- ✚ Structured Cabling
- ✚ Sound Masking



**COMMUNICATION
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IT'S ALL ABOUT THE
TEAM

- ✦ Video Distribution
- ✦ Video Surveillance