

## **4.0 SPECIAL CONDITIONS AND SPECIFICATIONS**

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Construction, Myers Park Maintenance/Storage Building.

4.2 Purpose: The intended use/purpose for this Invitation For Bid (IFB) is to describe specifications and requirements for construction of a 40' x 60' metal building at Collin County Myers Park.

4.3 Pre-Bid Site-Walk: A pre-bid site-walk will be held at 10:00 a.m. on Tuesday, July 12, 2016 at the Collin County Myers Park, 7117 CR 166, McKinney, TX 75071. (Meet on the west side of the Myers Park Show Barn. Refer to Attachment L for meeting location) All prospective bidders are requested to have a representative present. It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the bid.

4.4 Term: Provide for a contract commencing on the date of the award and continuing until the project is complete.

4.5 Funding: Funds for payment for Collin County expenditures have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. All other participating entities expenditures have been provided through their entity's governing body for this fiscal year only. State of Texas statutes prohibit any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current fiscal year shall be subject to budget approval.

4.6 Price Reduction: If during the life of the contract, the vendor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that Collin County shall receive such price reduction.

4.7 Delivery/Completion/Response Time: Vendor shall state the number of calendar days to complete services at the County's designated location after receipt of purchase order in the space provided on Attribute 1.

4.8 Delivery/Setup/Installation Locations: Locations for delivery and installation are Collin County Myers Park, 7117 CR 166, McKinney, TX 75071. Delivery, assembly, set-up and installation shall be included in the bid price.

4.9 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.

4.10 Samples/Demos: When requested, samples/demos shall be furnished to the County at no expense.

4.11 Warranties: If within one year after final acceptance of the work by Collin County, any of the work or material is found to be defective or not in accordance with the specifications of the

contract, the contractor shall correct it promptly after receipt of a written notice from the County to do so. This obligation shall survive termination or completion of the contract. The County shall give such notice promptly after discovery of the condition.

The contractor shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected unless removal is waived in writing by the County.

In addition to the one year materials and workmanship warranty, the contractor shall provide a thirty (30) year manufacturer's finish warranty.

4.12 Subcontractors: Bidder shall state names of all subcontractors and the type of work they will be performing on Attribute 4. If a bidder fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No bidder whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the Collin County Purchasing Department.

The successful bidder further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful bidder's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

4.13 Bonds: In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00 and a Performance Bond if the contract is in excess of \$100,000. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

4.14 Wage Scale: In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following schedule. Refer to Attachment A for current prevailing wage rates.

4.15 The Contractor shall perform, track, participate, implement, and comply with storm water pollution prevention minimum control measures, protocols, and best management practices (BMP) and ensure that water quality standards are not violated in accordance with all regulations

and policies as they apply to the Texas Pollutant Discharge Elimination System general permits. Applicable permits include: 1) Texas Construction General Permit (TXR150000).

Contractors will obtain permit coverage for construction activities disturbing over one acre of land (total acreage is cumulative across all portions of the project). BMPs include, but are not limited to:

- Preparing and implementing a site-specific Storm Water Pollution Prevention Plan (SWPPP) as outlined in the permit and prior to any soil disturbance.
- Installing and managing erosion and sediment control.
- Make available, upon request, permit associated documentation.
- Practicing spill prevention and good housekeeping.
- Meeting the requirements of the MS4 permit.
- Coordinating with the Public Works to schedule inspections and provide corrective actions for noted facility deficiencies.

4.16 Bid Documents: Contractor shall notify Collin County prior to bid if the bid documents are missing scope, incomplete or are contrary to actual site conditions.

4.17 Execution of Contract: The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within ten (10) consecutive calendar days after such award, sign the necessary contract agreements and submit the required bonds entering into the required Contract with Owner. No contract shall be binding on Owner until it has been executed by Owner or his/her duly authorized representative, and delivered to the Contractor

4.18 Substitutions: Bidders submitting a bid for all non-specified manufacturers shall submit a Product Substitution Request Form along with supporting documentation to email address [jgriffin@co.collin.tx.us](mailto:jgriffin@co.collin.tx.us) no later than seven (7) days prior to bid opening for review and written pre-approval. All bids for non-specified manufacturers submitted without prior approval may be rejected.

4.19 Project Requirements and Clarifications:

4.19.1 Contractor shall have minimum five (5) years' experience constructing metal frame buildings.

4.19.2 Contractor shall provide a foreman level person onsite to ensure the building is constructed per bid specifications and manufacturer's recommendations; to maintain quality control and to ensure onsite safety. Contractor shall be responsible for safety equipment and safety management.

4.19.3 Contractor shall provide all materials and labor to complete the construction as stated in the following scope/specifications and attachments.

4.19.4 Collin County shall not be responsible for Contractor's/subcontractor's personnel safety, onsite security of the construction site or security of building materials or equipment.

4.19.5 Collin County employees shall not sign for or accept site deliveries. Contractor shall have someone onsite to accept delivery of packages or building materials.

4.19.6 Contractor shall obtain all required permits from the authority having jurisdiction (AHJ). Cost for all required permits shall be included in the bid price.

4.19.7 Work hours shall be Monday through Friday, 7:00 AM to 5:00 PM. Exceptions to these work hours shall be through written authorization from Myers Park management.

4.19.8 All areas disturbed by construction shall be repaired to preconstruction condition.

4.20 Scope: Collin County is requesting the construction of an all metal building with concrete slab that meets at least the minimum specifications set forth below. Bid price shall include site grading, concrete slab, all building materials and labor required for a completed installation per the manufacturer's recommendations. Refer to Attachment K for building concept sketch

4.21 Specifications:

4.21.1 Grading:

4.21.1.1 Grade the building site area level to provide a building pad fifty (50) feet wide by seventy (70) feet long.

4.21.1.2 Remove all vegetation from the pad site and provide a level area for construction.

4.21.1.3 Haul away any excess materials offsite.

4.21.1.4 After construction is completed, fine grade around the barn with clean top soil.

4.21.1.5 Pitch the soil on a one/twelve (1/12) slope from one (1) inch below the metal siding.

4.21.1.6 Refer to Attachment B for site photo.

4.21.1.7 Owner shall set corner stakes to show the approximate location of the building.

4.21.2 Concrete:

4.21.2.1 The forty (40) foot by sixty (60) foot concrete slab shall be six (6) inches thick using a 3,500 PSI mix.

4.21.2.2 Slab shall sit on a two (2) inch sand base using a six (6) mm vapor barrier with no voids.

4.21.2.3 Number three (3) rebar at eighteen (18) inch on center (OC); two (2) separated number six (6) rebar in perimeter beams; rebar tied at each intersection with steel ties and sitting on plastic chairs.

4.21.2.4 Slab shall have a one and one-half (1 ½) inch by one and one-half (1 ½) inch sheet ledge for the metal to drop down.

4.21.2.5 Weld plates or anchor bolts shall be set when the slab is poured.

4.21.2.6 The three (3) foot personnel door shall have full support for threshold.

4.21.2.7 Two (2) rollup door openings shall have clearances per the manufacturer's requirements with a flat surface for doors to seal.

4.21.2.8 Install number six (6) rebar as required by AHJ for the electrical ground.

4.21.2.9 Refer to Attachment C for concrete details.

4.21.3 Structure: Provide an all metal structure manufactured by Mueller Inc. (refer to Attachment D), or Collin County approved equal, using weld-up construction per the following specifications:

4.21.3.1 Width: Forty (40) feet

4.21.3.2 Length: Sixty (60) feet

4.21.3.3 Eave height: Sixteen (16) feet

4.21.3.4 Roof Pitch: Four/Twelve (4/12)

4.21.3.5 Loads:

4.21.3.5.1 Wind Load: 115 MPH

4.21.3.5.2 Snow: 1.00 PSF

4.21.3.5.3 Ground Snow: 5.00 PSF

4.21.3.5.4 Basic 20/10/140 mph frame load (IBC 12)

4.21.3.6 Wall/Roof Panels and Trim:

4.21.3.6.1 Wall/Roof Panels: U Panel, 26 gauge, painted Light Stone or Collin County approved equal.

4.21.3.6.2 Trim color: Burgundy or Collin County approved equal.

4.21.3.7 Doors:

4.21.3.7.1 Quantity two (2) each-fourteen (14) foot by fourteen (14) foot rollup doors; color: Burgundy, **Overhead Door Corporation Model 610 Service Door** or Collin County approved equal. **Refer to Attachment M for rollup door specifications.**

4.21.3.7.2 Quantity one (1) each-three (3) foot by seven (7) foot personnel (man) door; color Burgundy or Collin County approved equal. Provide a commercial exterior rated Sargent lever handset with deadbolt or Collin County approved equal; locks shall accept Best or Arrow key cylinder core to match the owner's key cores. Owner shall provide and install the two (2) key cores in the two locks. Match the owners trim style. Submit for approval.

4.21.3.8 Roof Vents: Standard; color: Burgundy or Collin County approved equal.

4.21.3.9 Gutter/Downspouts:

4.21.3.9.1 Five (5) inch; color: Burgundy or Collin County approved equal

4.21.3.10 Wall/Roof Insulation:

4.21.3.10.1 Three (3) inch, VRR R-10, Certainteed Metal Building Insulation 202-96 (refer to Attachment E) or Collin County approved equal, with required installation hardware.

4.22 Add Alternate One:

4.22.1 Bidder shall state lump sum price for all materials and labor to add a thirty-six (36) inch high, U panel, 26 gauge wainscot painted Burgundy, or Collin County approved equal, with required trim on all four sides of the 40' x 60' building (refer to Attachment F). Bid price for Alternate One shall be an additive to base bid.

4.23 Add Alternate Two:

4.23.1 Contractor shall provide all permits, trenching, materials and labor required to add electrical power to building from a power pole approximately one hundred twenty-five (125) feet from building site (refer to Attachment H). Bid price for Alternate Two shall be an additive to base bid.

4.23.1.1 Provide and install 200 AMP service, devices and fixtures as shown on Attachment G.

4.23.1.2 Provide and install quantity two (2) each-Utilitech model 6240-PHO fixtures (refer to Attachment J), or Collin County approved equal,

4.23.1.3 Provide and install quantity six (6) each-Light of America LED Shoplight model 8140SE fixtures (refer to Attachment I), or Collin County approved equal.

4.23.1.4 Provide and install quantity seven (7) each-duplex 120 volt receptacles, split into two (2) circuits; two (2) each-dedicated duplex 120 volt receptacles (two circuits) and quantity two (2) each-220 volt receptacles (refer to Attachment G).

4.23.1.4.1 Interior devices shall be mounted on the cross member support at or near forty-eight (48) inches. Exterior receptacles shall be mounted at eighteen (18) inches (check code before installing at listed dimensions).

4.24 Add Alternate Three:

4.24.1 Contractor shall provide drilling, concrete, pipe bollards, painting and all labor required to install four (4) bollards approximately three (3) feet from the building as shown on the building overview. Refer to Attachment N-Bollard Layout and Attachment O-Bollard Details. Owner shall mark the exact location per bollard. Bid price for Alternate Three shall be an additive to base bid.

4.24.2 Bollard Pipe: Six (6) inch steel pipe with 0.188 inch side wall, galvanized. Set pipe in three (3) feet of concrete with three (3) foot tall bollard per detail.

4.24.3 Concrete: 3500 PSI; Fill: eighteen (18) inch wide by three (3) foot deep pier hole; fill pipe with dome shape cap.

4.24.4 Paint: One (1) coat primer with two (2) coats of traffic yellow polyurethane with reflective beads applied evenly to the top coat.