

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 Public Works Weston Barn Metal Roof Replacement.

4.2 Purpose: The intended use/purpose for this Invitation for Bid is to describe Public Works Weston Barn Roof Replacement. This project requires removal of the existing metal roof and installation of new metal roof panels and trim. The project will be awarded to the contractor providing the lowest and best bid meeting specifications.

4.3 Pre-Bid Site Walk (Non-mandatory): A pre-bid site walk will be held on September 27, 2016 at 2:00 PM. The location of the pre-bid site walk will be at the Collin County Public Works Weston Barn, 3821 W. FM 455, Anna, TX 75409 (refer to Attachment A for location). It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the project.

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

4.5 Delivery 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.

4.6 Fabrication/Delivery/Setup/Installation Location: Location for delivery and installation is Collin County Public Works Weston Barn, 3821 W. FM 455, Anna, TX 75409.

4.7 Freight/Delivery Charges: Shall be included in the bid price. No additional fees for delivery/freight/fuel surcharge or other fees shall be invoiced or paid by Collin County.

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

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

4.10 Approximate Expenditure: The approximate expenditure by Collin County for this project is ~~\$20,500~~ \$12,500. Approximate expenditure does not constitute an order, but only implies the probable quantity the County will use. Commodities/Services will be ordered on an as-needed basis.

4.11 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. Reference Attachment G for current prevailing wage rates.

4.12 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 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

4.13 Subcontractors: Contractor shall state names of all subcontractors and the type of work they will be performing on Attribute 4. If a Contractor 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 Contractor 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 Contractor 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 Contractor's subcontractors, their agents or employees. The indemnification provisions of this contract shall apply to all subcontractors.

4.14 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.

4.15 Substitutions: All brand name materials in the following Scope of Work/Specifications and attachments is provided for descriptive purposes only. Collin County will consider equal brand materials. Bidders submitting a bid for all non-specified manufacturers shall submit with their bid, supporting documentation stating brand, model and the specifications of materials bid.

If bidder fails to submit supporting documentation, the County will assume bidder is bidding the exact brand and model as specified in this scope of work and if awarded a contract, contractor shall furnish same.

4.16 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

4.17 Warranties: If within two (2) years 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.

If any materials or equipment utilized in this project are covered by a standard manufacturer's warranty greater than requirements specified herein, Contractor shall extend that coverage to Collin County.

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.

4.18 Project Requirements and Clarifications:

4.18.1 Contractor is responsible for verifying actual dimensions, site conditions and materials required to provide a complete installation per the manufacturer's requirements.

4.18.2 Collin County shall not be responsible for contractor equipment or materials stored onsite.

4.18.3 Collin County shall not be responsible for the life safety or security of contractors or subcontractors employees.

4.18.4 Contractor shall be responsible for removal and disposal of all trash and removed materials. Contractor shall not use County dumpsters.

4.18.5 Contractor shall be responsible for all associated cost for removal and disposal of removed materials.

4.18.6 All work shall be scheduled with the following time and day restrictions: Monday through Friday from 8:00 AM to 3:00 PM.

4.18.7 Collin County employees shall not sign for or be responsible for material/equipment that is drop-shipped to the job site by the contractor.

4.19 Scope: Collin County is requesting the replacement of the metal roof on an approximately fifty (50) foot by seventy-five (75) foot building that meets at least the minimum specifications set forth below. Bid price shall include all materials and labor required for a completed installation per the manufacturer's recommendations. Refer to

Attachment F for pictures of existing building. Refer to Attachment H for picture of area between ceiling and structural metal framing.

4.20 Specifications:

4.20.1 Remove existing metal roof and haul off all removed materials.

4.20.2 Provide and install new metal roof and roof accessories including but not limited to screws, ridge cap, ~~gable trim, eave trim, sealant tape, waterproofing sealant, pipe jacks~~ and snow guards on the existing metal framing.

4.20.2.1 Fabral Mighti-Rib Metal Roofing Panels, steel 26 gauge R-panel design or Collin County approved equal, color: galvanized. Refer to Attachment B.

4.20.2.2 Fabral Standard Mighti-Rib ~~flashings and trims~~ FR4 ridge cap, or Collin County approved equal. No other trim is required. Refer to Attachment C.

4.20.2.3 Fabral fasteners, 5/16" hex washer head, self-drilling, #5 point, carbon steel with sealing washer, zinc plate and oxseal finish, #12-24, one and one quarter inch (1 1/4"), item number 6738289-000 or Collin County approved equal, color: galvanized. ~~Refer to Attachment D~~

4.20.2.4 Fabral Snow Boss Snow Guards #640, or Collin County approved equal, to protect an eight (8) foot area above man door. Refer to Attachment E.

4.20.2.5 Three (3) existing ventilation turbines on the roof shall be removed and will not be replaced.

4.20.2.6 New roof shall be all metal. No fiberglass panels shall be installed on the new roof.