

## **Solicitation 2014-172**

### **Roof Replacement for Wells Building Farm Museum**

**Bid designation: Public**



**Collin County**

## Bid 2014-172

### Roof Replacement for Wells Building Farm Museum

**Bid Number** 2014-172  
**Bid Title** Roof Replacement for Wells Building Farm Museum

**Bid Start Date** In Held  
**Bid End Date** May 1, 2014 2:00:00 PM CDT  
**Question & Answer End Date** Apr 29, 2014 10:00:00 AM CDT

**Bid Contact** J.D. Griffin  
 Buyer II  
 Collin County Purchasing  
 972-548-4116 ext 4116  
 jgriffin@co.collin.tx.us

**Contract Duration** One Time Purchase  
**Contract Renewal** Not Applicable  
**Prices Good for** 30 days  
**Pre-Bid Conference** Apr 23, 2014 10:00:00 AM CDT  
**Attendance is mandatory**  
 Location: Collin County Myers Park  
 7117 County Road 166  
 McKinney, TX 75071  
 Meet at Wells Building Farm Museum  
 Meet at the Collin County Justice Center Jail Lobby (on left hand side under the archway)

**Standard Disclaimer** \*\*\*Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).\*\*\*  
**Mailing Address:**  
 Collin County Purchasing  
 2300 Bloomdale Rd., Ste 3160  
 McKinney, TX 75071  
 Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.  
 All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

**Bid Comments** Bidder shall upload 00410 Bid Form if submitting bid online.

#### Item Response Form

**Item** 2014-172--01-01 - Total Material Cost Incorporated in Project  
**Quantity** 1 lot  
**Unit Price**   
**Delivery Location** Collin County  
 7801 Myers Park  
 7117 County Road 166  
 McKinney TX 75071  
 Qty 1

#### Description

Total Material Cost Incorporated in Project.  
 Bidder shall upload 00410 Bid Form if submitting bid online.

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Item 2014-172--01-02 - **Total Labor Cost Incorporated in Project**  
Quantity 1 lot  
Unit Price   
Delivery Location **Collin County**  
7801 Myers Park  
7117 County Road 166  
McKinney TX 75071  
Qty 1

**Description**

Total Labor Cost Incorporated in Project.  
Bidder shall upload 00410 Bid Form if submitting bid online.

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Item 2014-172--01-03 - **Alternate-238T Metal Panel Roof System**  
Quantity 1 lot  
Unit Price   
Delivery Location **Collin County**  
7801 Myers Park  
7117 County Road 166  
McKinney TX 75071  
Qty 1

**Description**

Provide Alternate Bid for the 238T Metal Panel Roof System.  
Bidder shall upload 00410 Bid Form if submitting bid online.



Roof Replacement  
For  
Wells Building Farm Museum  
7117 County Road 166  
Collin County, Texas

Project No. 46-13038

# PROJECT MANUAL

For

WELLS Building FARM MUSEUM ROOF REPLACEMENT  
7117 Country Road 166  
Collin County, Texas

DRYTEC Moisture Protection Technology Consultants, Inc.  
8750 North Central Expressway  
Suite 1730  
Dallas, Texas 75231  
(214) 363-2192  
(214) 363-2193 Fax



21 February 2014

Project No. 46-13038

#### Statement of Jurisdiction

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Their contact information is as follows:

Texas Board of Architectural Examiners  
333 Guadalupe  
Suite II - 350  
Austin, Texas 78701  
Telephone: 512-305-9000

The TBAE website is [www.tbae.state.tx.us](http://www.tbae.state.tx.us)

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**SECTION 00100 - ADVERTISEMENT FOR BIDS**

BY ORDER OF the Collin County Commissioners Court, Collin County, Texas, bids will be received electronically through the BidSync web site located at [www.bidsync.com](http://www.bidsync.com). Bidders are encouraged to submit bids electronically by utilizing the BidSync System. However, you may submit a sealed hard copy paper bid to the Office of the Collin County Purchasing Agent. All bids, both electronic or hard copy paper form must be submitted as stated below:

**SUBMIT BIDS HARD COPY PAPER  
BIDS TO:**

**Office of the Purchasing Agent  
Collin County Administration Building  
2300 Bloomdale Road, Suite 3160  
McKinney, Texas 75071**

**\*\*NOTE:**

**All Correspondence must include suite number to assist in proper delivery.\*\***

**SUBMIT NO LATER THAN:**

**2:00 P.M., Thursday, May 1, 2014**

**MARK ENVELOPE:**

**IFB No. 2014-172  
Roof Replacement For Wells Building Farm  
Museum**

***ALL BIDS MUST BE RECEIVED IN THE OFFICE OF THE PURCHASING AGENT  
BEFORE OPENING DATE AND TIME***

SCOPE OF WORK INCLUDES all materials, labor, equipment and services to produce or be incorporated in such construction. Contract will be a general contract for the roof replacement for the Wells Building Farm Museum.

Payment for the contract work shall be made pursuant to the terms of the Contract Documents.

Collin County uses BidSync for the notification and dissemination of all solicitations for commodities and services. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

COLLIN COUNTY APPRECIATES your time and effort in preparing a bid. Hard copy paper bid must be in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined above. Please note that all bids must be received at the designated location by the deadline shown. Bids received after deadline shall be considered void and unacceptable. Collin County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the Collin County Purchasing Department shall be the official time of receipt. All bid forms provided in this Invitation for Bid must be completed prior

to submission. Failure to complete the forms shall render your bid null and void. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID".

BIDS WILL BE publicly opened in the Office of the Purchasing Agent, 2300 Bloomdale Rd, Suite 3160, McKinney, TX 75071, at the date and time indicated above.

A MANDATORY PRE-BID CONFERENCE will be held by Collin County at Wells Building Farm Museum located at 7117 CR 166, McKinney, TX 75071 on April 23, 2014 at 10:00 am in order for bidders to ask questions regarding the proposed work. All bidders desiring to bid the work should have a representative at the pre-bid conference; bidders that do not attend the pre-bid conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-bid conference.

Immediately following the pre-bid there will be an opportunity to view the job site. No other dates will be available to view the site.

No oral, telegraphic, telephonic or facsimile bids will be considered. IFB's, RFP's, RFQ's and RFI's may be submitted in electronic format via BidSync at [www.bidsync.com](http://www.bidsync.com).

**BID SECURITY:** All Bidders must submit, prior to the bid opening time, a Cashier's Check or acceptable Bid Bond payable without recourse to Collin County in the amount of not less than five percent (5%) of the total bid plus alternates as submitted.

1. Bid Bond or Cashier's Check may be mailed or hand delivered to the Office of the Collin County Purchasing Agent, Collin County Administration Building, 2300 Bloomdale Road, Ste 3160, McKinney, TX 75071 and shall be delivered in an envelope, marked plainly on the outside with the Bid Name and Number.
2. Bid Bond may be faxed to the Purchasing Department at 972-548-4694.
3. Bid Bond may be e-mailed to: [jgriffin@co.collin.tx.us](mailto:jgriffin@co.collin.tx.us)

Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered.

The original Bid Bond shall be received in the Collin County Purchasing Department **no later than** close of business on the third working day after the bid opening. Late receipt of original Bid Bond shall be cause for rejection of bid.

**BONDS:** Contractor must furnish a performance bond, payment bond, and a one (1) year maintenance bond within ten (10) consecutive calendar days following award of contract. The bonds shall be issued by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects.

**INFORMATION AND BIDDING DOCUMENTS:** Drawings, specifications, instructions to bidders, and bidding and contract documents may be examined without charge at the following location:

iSqFt  
14305 Inwood Rd.  
Dallas, Texas 75244

Phone: (888) 601-5761  
Fax: (866) 570-8187

BIDDERS MAY SECURE full size drawings from MS Dallas, 2300 Reagan St., Dallas, TX 75219 or online at [www.msDallas.com](http://www.msDallas.com). Price per set with binding is \$56.57 plus tax and delivery. Payment shall be made to MS Dallas.

Partial sets of Drawings and Specifications will not be available.

**END OF SECTION**

## SECTION 00200 - INSTRUCTIONS TO BIDDERS

### PART 1 - GENERAL REQUIREMENTS

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

#### 1.2 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to these Bidding Documents.
- B. Bidding Documents include the Advertisement or Invitation for Bids, Instructions to Bidders, the bid form, other sample bidding and contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of bids.
- C. Addenda are written or graphic instruments issued prior to the opening of the Bidding Documents, which modify or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- D. "DryTec Moisture Protection Technology Consultants, Inc. will be hereafter referred to in the Project Manual as "Engineer" and all correspondence shall be addressed to: Tom Brand, DryTec Moisture Protections Technology Consultants, Inc., 8750 N. Central Expressway, Suite 1730, Dallas, TX 75231.
- E. "Bill Burke" will be hereinafter referred to in this Project Manual as "Project Manager".
- F. "Collin County" will be hereafter referred to in this Project Manual as "Owner".
- G. A Bid is a complete and properly signed submittal to do the Work for designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- H. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- I. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid in the corresponding change in the Work, as described in the Bidding Documents or in the proposed Contract Documents.
- J. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or service as described in the Bidding Documents or in the proposed Contract Documents.
- K. A Bidder is a person or entity who submits a Bid.
- L. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the work.

- M. A Contractor is a person or entity who is determined to be the lowest responsible and responsive bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- N. The Bid Requirements and Other General Conditions, as provided under the Division of the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be applicable to this project, unless noted otherwise in the Contract Documents

### 1.3 EXAMINATION OF DOCUMENTS AND SITE

- A. Each bidder, by making his/her Bid, represents that he/she has read and understands the Bidding Documents.
- B. Each Bidder, by making his/her Bid, represents that he/she has visited the site, performed investigations and verifications as he/she deems necessary, and familiarized himself/herself with the local conditions under which the Work is to be performed and will be responsible for any and all errors in his/her bid resulting from his/her failure to do so.
- C. The location and elevations of the various utilities and pipe work included within the scope of the work are offered as a general guide only, without guarantee as to accuracy. The Contractor shall verify and investigate to his/her own satisfaction the location and elevation of all utilities, pipe work, and the like and shall adequately inform himself/herself of their relation to the work before submitting a bid.
- D. Before submitting a bid each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Bidder will rely solely on its own site investigation and assumes the risk of any site conditions not discovered that may result in additional costs and all errors in the bid.
- E. On request in advance, Owner will provide each bidder access to the site to conduct explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- F. The lands upon which the work is to be performed, right-of way and easement for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents.
- G. Each bidder by making his/her bid represents that his/her bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.

### 1.4 BIDDING DOCUMENTS

- A. Complete sets of Bidding Documents shall be used in preparing bids; neither County, nor Engineer assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.

- B. County or the Engineer, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

## 1.5 BIDDING PROCEDURES

- A. All bids shall be prepared on the forms provided by the Engineer and submitted in accordance with the Instruction to Bidders. The Engineer or owner will furnish bidders with bid forms which will provide for the following bid items. Bidders shall provide all requested information. Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.
1. A single contract price for each bid item as detailed and described in these specifications.
  2. Acknowledgment of Addenda.
  3. Number of consecutive calendar days to complete project.
  4. Additional price if a performance bond is required.
  5. Alternate bids.
  6. Unit prices.
- B. A bid (electronic or hard copy) is invalid if it has not been deposited at the designed location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation For Bid, or prior to any extension thereof issued to the bidders. Bids received in County Purchasing Department after submission deadline shall be returned unopened and will be considered void and unacceptable. Owner is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in County Purchasing Department shall be the official time of receipt.
- C. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his/her bid or any part thereof for ninety (90) consecutive calendar days after the time designated for the receipt of bids in the Advertisement or Invitation For Bid.
- D. Bids shall not contain any recapitulation of the Work to be done.
- E. The Bidder shall make no additional stipulations on the Bid Form nor limit or qualify his/her bid in any other manner. Bids so qualified will be subject to disqualification.
- F. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

## 1.6 DISCREPANCIES AND AMBIGUITIES

Any interpretations, corrections and/or changes to an Invitation For Bid and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via BidSync, by facsimile, E-mail transmission or mailed via the US Postal Service.

1.6.1 Addenda will be transmitted to all that are known to have received a copy of the IFB and related Specifications. However, it shall be the sole responsibility of the Bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. BidSync at [www.bidsync.com](http://www.bidsync.com); telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder's receipt of any addenda issued. Bidder shall acknowledge receipt of all addenda.

## 1.7 SUBSTITUTIONS

- A. Each bidder represents that his/her bid is based upon the materials and equipment described in the Bidding Documents.
- B. No substitution will be considered unless written request has been submitted to the Engineer for approval at least seven (7) consecutive calendar days prior to the date for receipt of bids.
- C. If the Engineer and Owner approves a proposed substitution, such approval will be set forth in an Addendum.

## 1.8 QUALIFICATION OF BIDDERS

- A. Within seven (7) consecutive calendar days following bid opening, the apparent low bidder shall submit with a properly executed Contractor's Qualification Statement as evidence to establish bidder's financial responsibility, experience and possession of such equipment as may be needed to prosecute the work in an expeditious, safe and satisfactory manner. This Statement shall include:
  - 1. List of current projects.
  - 2. List of projects completed within the past five years.
  - 3. Experience of key individuals of the organization.
  - 4. Trade and Bank references.
  - 5. A recent financial statement to confirm that the bidder has suitable financial status to meet obligations incidental to performing the work. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If bidder's firm does, however, have audited statements, please include a copy with your bid.
  - 6. A statement of cost for each major item of Work included in the Bid.
  - 7. A designation of the Work to be performed by the Bidder with his/her own forces.
  - 8. A list of names of the Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Bidder will be required to establish to the satisfaction of the Engineer and Owner the reliability and responsibility of the proposed Subcontractors. Prior to the award of the Contract, the Engineer will notify the Bidder in writing if either the County or the Engineer, after due investigation, has reasonable and substantial objection to any person or organization on such lists. If Owner or Engineer has a reasonable and substantial objection to any person or

organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at his/her option, withdraw his/her Bid without forfeiture of Bid Security or provide an acceptable substitute. Subcontractors and other persons and organizations proposed by the Bidder and accepted by Owner and Engineer must be used on the Work for which they were proposed and accepted, and shall not be changed except with the written approval of Owner and the Engineer.

- B. Bidders may be disqualified and their bids not considered for any of the following specific reasons:
1. Reason for believing collusion exists among bidders.
  2. The bidder being interested in any litigation against Owner.
  3. The bidder being in arrears on any existing contract or having defaulted on a previous contract.
  4. Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, or qualification statement.
  5. Uncompleted work which in the judgment of Owner will prevent or hinder the prompt completion of additional work if awarded.
- C. Minimum Standards For Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:
1. have adequate financial resources, or the ability to obtain such resources as required;
  2. be able to comply with the required or proposed delivery/ completion schedule;
  3. have a satisfactory record of performance;
  4. have a satisfactory record of integrity and ethics; and
  5. be otherwise qualified and eligible to receive an award.
- Collin County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.
- D. In determining to whom to award the contract, the Owner may consider;
1. the purchase price;
  2. the reputation of the bidder/contractor/vendor and of the bidder/contractor/vendor's goods or services;
  3. the quality of the bidder/contractor/vendor's goods or services;
  4. the extent to which the goods or services meet the Owner's needs;
  5. the bidder/contractor/vendor's past relationship with the Owner;
  6. the total long-term cost to the Owner to acquire the bidder/contractor/vendor's goods or services; and
  7. any other relevant factors specifically listed in the Instruction to Bidders..

## 1.9 PREPARATION OF BID

- A. Bidder shall submit his/her bid on the forms furnished by the Engineer. All blank spaces in forms shall be correctly filled in and the bidder shall state the prices, written in words and in figures. Where there is discrepancy between the price written in words and the price written in figures, the price written in words shall govern. If bid is submitted by an individual, his/her name must be signed by him/her or his/her duly authorized agency. If the bid is submitted by a firm, association or partnership, the name and address of each member must be given, and the bid must be signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign bids must be properly certified and must be in writing and submitted with the bid.
- B. Bidder shall bear any/all costs associated with it's preparation of any bid, proposal or submittal.
- C. Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.
- D. The Bidder shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

#### 1.10 BID SECURITY

- A. Each bid must be accompanied by Bid Security (in accordance with instructions set forth in section 00100-Advertisement For Bids) made payable to Owner in an amount of five percent (5%) of the bidder's maximum bid price and in the form of a Cashier's Check or a Bid Bond, duly executed by bidder as principal and having as surety thereon, a corporate surety authorized and admitted to do business in the State of Texas and licensed to issue such bond, as a guarantee that the bidder will enter into a Contract and execute required Performance, Payment, and one (1) year Maintenance Bonds within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract.
- B. The Bid Security of the contractor will be retained until such bidder has executed the Contract Agreement and furnished the required Contract Security, whereupon, the Bid Security will be returned. If the contractor fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, Owner may annul the award of contract and the Bid Security of that bidder will be forfeited. The Bid Security of the other bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7th) consecutive calendar day after the effective date of the Agreement or the ninety-fifth (95th) consecutive calendar day after the bid opening, whereupon, the Bid Security furnished by such bidders will be returned. Bid Security with bids which are not competitive will be returned within seven (7) consecutive calendar days after the contract award.
- C. Should the bidder to whom the Contract is awarded refuse or neglect to execute and file the contract and bonds within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, Owner may annul award of Contract and the Bid Security filed with the bid shall become the property of Owner, not as a penalty, but as liquidated damages. Owner reserves the right to award canceled Contract to next responsible, lowest and best bidder as it deems to be in the best interest of the County.
- D. Owner will have the right to retain the bid security of all bidders until either:

1. the Contract has been executed and the bonds have been furnished, or
2. the specified time has elapsed so that bids may be withdrawn, or
3. all bids have been rejected.

#### 1.11 PERFORMANCE BOND, LABOR & MATERIAL PAYMENT BOND

- A. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Performance Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- B. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Payment Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- C. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Maintenance Bond in the amount of ten percent (10%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- D. The Contractor must demonstrate to Owner that it can secure the required performance and payment bonds, issued by a corporate surety company authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. Contractor must also demonstrate that the bond is not in excess of ten percent (10%) of the corporate surety company's capital and surplus. To the extent the amount of the bond exceeds ten percent (10%) of the corporate surety company's capital and surplus, such bond will not be accepted unless bidder provides written certification that the corporate surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the corporate surety company's capital and surplus with one or more insurers who are duly authorized, accredited or trusted to do business in the State of Texas. The amount reinsured by any reinsurer must not exceed ten percent (10%) of the reinsurer's capital and surplus.
- E. The Contractor must file with the performance bond and payment bond, all documents and information necessary to establish that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that reinsurance requirements, have been met, including limits and ratings or other evidence of company solvency.
- F. If the corporate surety company on any bond furnished by Contractor to Owner is declared bankrupt or becomes insolvent or such corporate surety company's right to do business in

the State of Texas is revoked, the Contractor shall within five (5) consecutive calendar days thereafter substitute another bond and corporate surety company, both of which shall be acceptable to Owner.

#### 1.12 FILING BID

- A. All Bids, proposals, or submittals submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the Invitation for Bid (IFB) number and name. A hard copy paper form bid, proposal, or submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals, bids or proposals shall be mailed or hand delivered to the Collin County Purchasing Department.
- B. No oral, telegraphic or telephonic submittals will be accepted. Bids, proposals, or submittals may be submitted in electronic format via BidSync at [www.bidsync.com](http://www.bidsync.com).
- C. All Bids, submittals or proposals submitted electronically via BidSync at [www.bidsync.com](http://www.bidsync.com) shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.
- D. For hard copy paper form bids, proposals, or submittals, any alterations made prior to opening date and time must be initialed by the signer of the bid, proposal, or submittal, guaranteeing authenticity. Bids, proposals, or submittals cannot be altered or amended after submission deadline.
- E. No bid, proposal, or submittal will be considered unless it is filed with the Owner Purchasing Department within the time limit for receiving bids as stated in the Advertisement for Bids or IFB. Each hard copy paper bid shall be in a sealed envelope plainly marked with the word "BID", and the name and bid number of the project as designated in the Advertisement for Bids or IFB.

#### 1.13 MODIFICATION AND WITHDRAWAL OF BID

- A. No bid, proposal, or submittal may be withdrawn or modified after the bid opening except where the award of the contract has been delayed beyond ninety (90) consecutive calendar days after date of bid opening or as per Texas Local Government Code, Title 8, Chapter 262, Subchapter C., Section 262.0305. Modifications after Award.

#### 1.14 IRREGULAR BID

- A. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids, proposals, or submittals for any or all products and/or services covered in an Invitation For Bid (IFB) and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

#### 1.15 REJECTION OF BID

- A. The bidder acknowledges the right of Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of Owner to reject a bid if the bidder failed to furnish any required Bid Security, or to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular.

#### 1.16 METHOD OF AWARD

- A. In evaluating bids, Owner will consider whether or not the bids comply with the prescribed requirements, base prices, any alternates, unit pricing, completion time, bidder's qualifications, bidder's proposed subcontractors, suppliers, etc., and other data as may be requested in the Bid Documents.
- B. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of bidder, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Bidding Documents to Owner's satisfaction within the prescribed time.
- C. If the contract is to be awarded, it will be awarded to the lowest and best responsible bidder whose evaluation, by Owner, indicates to be in the best interests of the project. If no alternates are selected by Owner, the Owner may award the contract to a responsible bidder who submits the lowest and best bid.
- D. Evaluation of Alternates - Any and/or all or none of the alternates may be considered in evaluation. Owner may award Contract on base bid plus any and/or all or none of the alternates.
- E. Owner anticipates award within ninety (90) consecutive calendar days after bid opening.
- F. The bid, when properly accepted by the County, shall constitute a Contract equally binding between the contractor and Owner. No different or additional terms will become part of this Contract with the exception of a written Change Order, signed by both parties.
- G. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Collin County Purchasing Agent.

#### 1.17 EXECUTION OF CONTRACT

- A. 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.

#### 1.18 FAILURE TO EXECUTE CONTRACT

- A. The failure of the Bidder to execute the required bonds or to sign the required Contract within ten (10) consecutive calendar days after the Contract is awarded, shall be considered by Owner as abandonment of his/her Bid, and Owner may annul the award, at the Owner's sole discretion.

#### 1.19 PURCHASE ORDER

- A. A purchase order(s) shall be generated by Owner to the contractor. The purchase order number **must** appear on all itemized invoices. Collin County will not be responsible for any orders placed or delivered without a valid purchase order number.

## 1.20 NOTICE TO PROCEED

- A. Upon the execution and delivery of Bonds, Executed Contract by Contractor, progress schedule, proof of insurance, and all other documents required prior to commencing work herein, Owner will issue a written Notice to Proceed to the Contractor requesting that he/she proceed with construction, and the Contractor shall commence work within ten (10) consecutive calendar days after the date of Notice to Proceed.

## 1.21 PAYMENT PROCEDURES

- A. Contractor shall submit Applications for Payment in accordance with the Contract, and payments shall be made in accordance with the Contract Documents.
- C. Final Payment: Upon final completion and acceptance of the work, Owner shall pay the remainder of the contract price as recommended by Engineer, in accordance with Texas Government Code, Title 10, Subtitle F., Chapter 2251. Contractor(s) is required to pay subcontractors within ten (10) days after the contractor has received payment from the County.
- D. The Contractor understands, acknowledges and agrees that if the Contractor subcontracts with a third party for services and/or material, the primary Contractor (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Contractor and the third party, including any payment dispute, will be promptly remedied by the Contractor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Contractor by Collin County for any payments owed to the third party.

## 1.22 AFFIDAVIT OF BILLS PAID

- A. Prior to final acceptance of this project by Owner, the Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in the project construction have been paid in full, and that there are no claims pending.

## 1.23 EXEMPTION FROM STATE OF TEXAS AND LOCAL SALES TAX ON MATERIALS

- A. Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Chapter 151, Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. The Contractor performing this Contract may purchase all materials, supplies, equipment consumed in the performance of this Contract by issuing to his/her suppliers an exemption certificate in lieu of the tax. .

## 1.24 CONFLICT OF INTEREST

- A. No public official shall have interest, direct or indirect, in this contract, in accordance with Texas Local Government Code Title 5, Subtitle C, Chapter 171.

## 1.25 ETHICS

- A. The bidder/contractor shall comply with Commissioners Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding The Acceptance of Gifts by County Officials & County employees.

## 1.26 BID COMPLIANCE

- A. Bid must comply with all federal, state, county and local laws concerning this type of project and the fulfillment of all ADA (Americans With Disabilities Act) requirements.
- B. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- C. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

## 1.27 DRUG FREE

- A. All bidders shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 41 U.S.C. 701, and Collin County Commissioners' Court Order No. 90-455-06-11, to its employees and all sub-contractors to insure that Owner maintains a drug-free work place. The use, possession or being under the influence of drugs and/or alcohol while working on this bid project or while on County property is prohibited and may result in removal of an individual from the project and/or immediate termination of contract. The County reserves the right to review drug testing records of any personnel involved in this bid project. The County may require, at contractor's expense, drug testing of contractor's personnel if no drug testing records exists or if such test results are older than six (6) months.
- B. Substances and cut-off levels are as follows:

<u>SUBSTANCE</u>	<u>MAXIMUM LEVEL</u>
Amphetamines	1000 NG/ML
Barbiturates	300 NG/ML
Benzodiazepines	300 NG/ML
Cocaine Metabolite	300 NG/ML
Opiates	300 NG/ML
Phencyclidine (PCP)	25 NG/ML
THC (Marijuana) Metabolite	100 NG/ML
Methadone, Urinary	300 NG/ML
Methaquaone, Urine	300 NG/ML
Propoxyphene	300 NG/ML

## 1.28 INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and save harmless Collin County and all its past, present and future officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Contractor's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Contractor, or of any agent, employee, subcontractor or supplier of Contractor in the execution of, or performance under, any contract which may result from an award. Contractor shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

## 1.29 CONSTRUCTION SCHEDULE

- A. The time for completion is set forth herein and will be included in the Contract. All work shall be completed within the consecutive calendar day count shown in the Contractor's bid. The calendar day count shall commence ten (10) consecutive calendar days after the date of the Notice to Proceed.
- B. Prior to the issuance of the Notice to Proceed by Owner, the Contractor shall submit a detailed progress and schedule chart to Owner for review. This chart will be used to assure completion of the job within the number of consecutive calendar days stated in bid documents.

## 1.30 DELAYS AND EXTENSIONS OF TIME

- A. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.
- B. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.
- C. Contractor's sole remedy for any delays in the project, which are not the fault of the Contractor, shall be an equitable extension of time to perform the work, required by the Contract. In no event shall the Contractor be entitled to make a claim for delay, impact or acceleration damages against the Owner.

## 1.31 DAMAGES

- A. Should the contractor fail to complete the project within the specified completion schedule the sum of \$240.00 per calendar day will be deducted from the moneys due the contractor for the work. This sum shall not be considered as a penalty, but rather as reasonable liquidated damages, since it would be impracticable or extremely difficult to fix the actual damages. An extension of time may be allowed for delays beyond the control of the contractor at the discretion of Owner.

## 1.32 TERMINATION

This contract shall remain in effect until any of the following occurs:

- A. completion of project;
- B. acceptance of work ordered; or
- C. termination by either party pursuant to the terms of the Contract with a thirty (30) days written notice prior to cancellation that must state therein the reasons for such cancellation.
- D. Breach of the contract by the Contractor for failure
  - 1. to meet completion schedules, or

2. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Contractor.

### 1.33 PATENTS - COPYRIGHTS

- A. The contractor agrees to protect Owner from any claims involving infringements of patents and/or copyrights. In no event shall Owner be liable to a contractor for any/all suits arising on the grounds of patent(s) or copyright(s) infringement.

### 1.34 VENUE; GOVERNING LAW

- A. This contract will be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. This contract is performable in Collin County, Texas.

### 1.35 ASSIGNMENT

- A. The contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written approval from Collin County Commissioners' Court.

### 1.36 SILENCE OF SPECIFICATION

- A. The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

### 1.37 PROVISION CONCERNING ESCALATOR CLAUSES

- A. Bid(s) containing any condition which provides for changes in the stated bid prices due to increase or decrease in the costs of materials, labor, or other items required for this project, will be rejected and returned to the bidder without being considered.

### 1.38 ESTIMATES OF QUANTITIES

- A. The quantities listed in the Bid Form will be considered as approximate and will be used for the comparison of bids. Payments will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the contract. The quantity of work to be done and the materials may be increased or decreased as provided for in the Contract Documents.

### 1.39 TREE PROTECTION OUTSIDE LIMITS OF WORK

- A. The Contractor will be required to obtain written authorization from Owner for the removal of any tree three inches (3") in diameter or greater for any area outside the limits of the street right-of-way or slope easement. It is the intent of Owner to preserve as much as possible the natural condition of the floodplains.

### 1.40 EXCAVATION/TRENCH SAFETY

A. TRENCH SAFETY

The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to trench safety, including those which may be enacted during the performance under this contract. The CONTRACTOR shall be responsible for selecting an appropriate method of providing trench safety after due consideration of the job conditions, location of utilities, pavement conditions and other relevant factors. Slope-back methods which may result in unnecessary displacement of utilities and/or destruction of pavement may not be used without permission from the OWNER. The CONTRACTOR shall be responsible for providing to the OWNER an acceptable trench safety plan signed and sealed by a Professional Engineer qualified to do such work and registered in Texas. Devices used to provide trench safety such as trench shields and shoring systems will be likewise certified by professional Engineers registered in the State of Texas or by a professional Engineer registered in the state of manufacture of the shield.

B. PAYMENT FOR TRENCH SAFETY

Payment for trench safety shall be by the lineal feet of trench exceeding a depth of five (5) ft. Excavation for slope-back methods shall be subsidiary to the trench safety pay item including replacement and recompaction. Excess excavation for other trench safety methods is also subsidiary to the trench safety pay item. Costs relating to the preparation of the trench safety plan including geotechnical investigation, testing and report preparation fees are all subsidiary to the pay item for trench safety. Should trench safety measures be required during contract performance where no pay item has been provided, then the CONTRACTOR shall immediately notify the OWNER and, if directed to do so, provide trench safety under the provisions of the contract. Should the OWNER fail to authorize the work, then the CONTRACTOR shall proceed under the provisions of the Contract. Trench safety requirements are mandatory and may not be waived.

C. PAYMENT FOR SPECIAL SHORING

Payment for special shoring, if any, shall be based on the square feet of shoring used.

- D. The Contractor must be made aware that on construction projects in which trench excavation will exceed a depth of five feet (5'), the uniform set of general conditions must require that the bid documents and the contract include detailed plans and specifications for adequate safety systems that meet Occupational Safety and Health Administration standards that will be in effect during the period of construction of the project. The Contractor shall provide a separate pay item for trench excavation safety in accordance with the Texas Health & Safety Code Chapter 756. The Contractor shall verify that these plans and specifications include a pay item for these same trench excavation safety systems, in accordance with Texas Government Code, Title 10, Section 2166.303, Uniform Trench Safety Conditions. The contractor shall insure that drainage from adjacent properties is not blocked by his/her excavations. Measurement and payment for excavation/trench safety systems will not be made directly, but considered subsidiary to the work.

- E. The Contractor shall be responsible for obtaining and paying for all surveys and testing, including geotechnical surveys and testing, necessary to insure it can comply with all laws regarding adequate trench excavation safety.

1.41 CONSTRUCTION STAKING

- A. Engineer will provide the Contractor with primary horizontal and vertical control to consist of one construction baseline and two benchmarks.
- B. The Contractor shall take all necessary precautions to preserve any and/or all markings and staking. Payment for costs of restaking shall be the responsibility of the Contractor.

1.42 PERMITS

- A. Contractor shall be responsible for obtaining all necessary permits.

1.43 MATERIALS TESTING

- A. Owner will be responsible for all materials testing.

1.44 WAGE SCALE

- A. In accordance with Texas Government Code, Title 10, Section 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.

General Decision Number: TX140047 01/03/2014 TX47

Superseded General Decision Number: TX20130047

State: Texas

Construction Type: Building

Counties: Collin and Denton Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). Use current heavy and highway General Wage Determination for Paving and Utilities incidental to Building Construction.)

Modification Number	Publication Date
0	01/03/2014

\* IRON0263-001 06/01/2013

	Rates	Fringes
IRONWORKER (Structural).....	\$ 22.50	5.35

\* SUTX1989-002 11/01/1989

	Rates	Fringes
Wells Building Farm Museum Roof Replacement	00200 - 15	Instructions To Bidders



order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

Wells Building Farm Museum  
Roof Replacement

00200 - 17

Instructions To Bidders

Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

- B. Except for work on legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.
- C. For legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.

- D. For overtime work, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.
- E. Under the provisions of Texas Government Code, Title 10, Section 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.
- F. If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the contract work.

1.45 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

1.46 All warranties shall be stated as required in the Uniform Commercial Code.

1.47 The Contractor and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

1.48 Contractor shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Contractor for purposes of solicitation. As exception, Contractor may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

1.49 Contractor shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

1.50 **CRIMINAL HISTORY BACKGROUND CHECK:** If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County property or facilities. Upon request, Contractor shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

1.51 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

1.52 **CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

1.53 **NOTICE TO CONTRACTORS:** The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention

Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or “lockdown; and (7) subjected to a search of your person or property. While the Collin County Sheriff’s Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised that the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

- 1.54 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER’s intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractors process to verify enrollment compliance.

## 1.55 INSURANCE REQUIREMENTS

### A. CONTRACTOR’S INSURANCE

1. Before commencing work, the CONTRACTOR and each subcontractor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverages required herein, indicating the coverage is to remain in force throughout the term of this Contract. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each subcontractor at their own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 30 days advance written notice being given to the OWNER.
2. In addition to any coverage required by Texas Law, the CONTRACTOR shall provide the following coverages at not less than the specified amounts:

- B. Workers Compensation insurance required by Texas Law at statutory limits, including employer’s liability coverage of not less than \$1,000,000. In addition to these, the CONTRACTOR must comply with all the requirements of the Texas Department of Insurance, Division of Workers’ Compensation; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.)

1. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR and its subcontractors 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 commission'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.
  2. The CONTRACTOR'S failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the OWNER.
- C. Broad form commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, written on an occurrence form, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property, with minimum limits as set forth below:
- General Aggregate \$2,000,000
  - Products — Components/Operations Aggregate \$2,000,000
  - Personal and Advertising Injury \$ 1,000,000
  - Each Occurrence \$ 1,000,000
1. The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.
- D. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.
- E. OWNER'S PROTECTIVE LIABILITY INSURANCE  
 CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER as insured for property damage and bodily injury, which may arise in the prosecution of the Work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the

CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

F. "UMBRELLA" LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER shall be named as an additional insured.

G. RAILROAD PROTECTIVE INSURANCE

When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.

H. POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

1. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

- (a) each policy shall name the OWNER as an additional insured as to all applicable coverage;
- (b) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail;
- (c) the term "OWNER" shall include all past, present or future, authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, elected official, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
- (d) the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy;
- (e) all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies;
- (f) each policy shall contain a waiver of subrogation in favor of OWNER, and its, past, present and future, officials, employees, and volunteers; and,
- (g) each certificate of insurance shall reference the Project and Contract number, contain all the endorsement required herein, and require a notice to the OWNER of cancellation.

2. Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

- (a) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;
- (b) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas with a financial ratings of B+ VII or better as assigned by BEST Rating Company or equivalent; and
- (c) All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

3. CONTRACTOR agrees to the following:

- (a) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
- (b) Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
- (c) Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and
- (d) No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the Contract Price and the Contract unit prices. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

**SECTION 00410 - BID FORM**

Bid of \_\_\_\_\_ Date \_\_\_\_\_  
(Name of Firm)

BID NO.: **2014-172**

TO: **COLLIN COUNTY, TEXAS (Owner)**

FOR: **ROOF REPLACEMENT FOR WELLS BUILDING FARM MUSEUM**

The undersigned, as Bidder, declares that the only person or parties interested in this bid are those principals named herein, that his/her bid is made without collusion with any other person, firm or corporation, that he/she has carefully examined the Contract Documents including the Form of Contract, Invitation to Bidders, Instruction to Bidders, Specifications and the Drawings, therein referred to and has carefully examined the locations, conditions and classes of materials for the proposed work, and agrees that he/she will provide all the necessary labor, machinery, tools, equipment, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein.

It is understood that the following quantities of work to be done at unit prices are approximate only and are intended principally to serve as a guide in evaluating bids.

It is agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary in the opinion of Collin County to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased, are to be performed at the unit prices set forth below except as provided for in the Contract Document.

It is understood and agreed that the Bid Security accompanying this bid will be returned to the bidder, unless in case of the acceptance of the bid the Bidder shall fail to execute a contract and file a Performance Bond, a Payment Bond, a Maintenance Bond and a Certificate of Insurance within ten (10) consecutive calendar days after its acceptance, in which case the Bid Security shall become the property of the Owner and shall be considered as payment for damages caused by delay and other inconveniences suffered by the Owner because of such failure of the Bidder.

It is understood and agreed that all work under this Contract will be completed within \_\_\_\_\_ consecutive calendar days. Completion date will be established in the Notice to Proceed.

The undersigned proposes and agrees to perform all work of whatever nature required, in strict accordance with the drawings and specifications for the following sum of prices, to-wit:

**Labor and Material Breakdown:**

- A: Total Material Cost Incorporated in Project\* \$ \_\_\_\_\_
- B: Total Labor Cost Incorporated in Project\* \$ \_\_\_\_\_

C. Bid Grand Total\* \$ \_\_\_\_\_

\*Item A & B Must Add Up to C. the Bid Grand Total.

\* Bid Grand Total (written in words) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*NOTE: The contract award will be based on Total Bid Price

Alternates:

A: Provide alternate bid for the 238T metal panel roof system as specified.

Add to the sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ cents  
(\$ \_\_\_\_\_)

Collin County would like to offer the option for successful bidder to accept credit card payments for services rendered. Collin County currently uses MasterCard as its credit card provider.

Would your company be willing to accept monthly credit card payments? Yes No

If applicable, does your company offer any additional discounts for timely payment with or without credit card payment? Yes No

If yes, please explain \_\_\_\_\_

Receipt is hereby acknowledged of the following Addenda to the Contract Documents.

Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 3 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 4 dated \_\_\_\_\_ Received \_\_\_\_\_

ROOFING SYSTEM: The undersigned Bidder has based his Bid on the following:

A. Project Size (square footage): \_\_\_\_\_ s.f.

The undersigned Bidder hereby declares that he/she has visited the site of the Work and has carefully examined the Contract Documents pertaining to the Work covered by the above Bid, and he/she further agrees to commence work within ten (10) consecutive calendar days after date of written Notice to Proceed and to substantially complete the work on which he/she has bid within \_\_\_\_\_ consecutive calendar days subject to such extensions of time allowed by Specifications.

The undersigned Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) consecutive calendar days after closing time for receiving bids.

The undersigned Bidder agrees that if he/she is notified of the acceptance of this bid within ninety (90) consecutive calendar days of the time set for opening of bids, he/she will execute a contract for the Work for the stated prices, and will execute and deliver to Owner within ten (10) consecutive calendar days after Collin County awards the contract, a Performance Bond and a Payment Bond for the total amount of the Contract, and a one (1) year Maintenance Bond for ten percent (10%) of the total amount of the Contract and a Certificate of Insurance, as stipulated in the Contract Documents.

The undersigned Bidder further agrees that the enclosed Bid Security in the amount of five percent (5%) of the Greatest Amount of Bid is the agreed amount of liquidated damages which Collin County, Texas will suffer by the failure of the undersigned Bidder to execute the Contract and to furnish the Performance, Payment and Maintenance Bonds and by reason of such failure on the part of the undersigned Bidder, the Bid Security will immediately be forfeited to Collin County, Texas.

The undersigned Bidder also understands that the Commissioners' Court of Collin County, Texas reserves the right to reject any and/or all bids covered in this bid request and to waive informalities or defects in bids or to accept such bids as it shall deem to be in the best interest of Owner.

It is understood that the work proposed to be done will be accepted when fully completed in accordance with the Contract Documents.

Accompanying this bid, is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the total amount bid. Also accompanying this bid, all the information required in Section 00200 – Instructions to Bidders.

The undersigned certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The unit prices have been shown in words and figures for each item listed in this bid and it is understood that in the event of a discrepancy, the words shall govern.

Respectfully submitted,

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Seal and Authorization  
(If a Corporation)

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail  
Address: \_\_\_\_\_

END OF SECTION

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into by and between \_\_\_\_\_, a TEXAS corporation (hereinafter referred to as “Contractor”), and COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter referred to as “County” or “OWNER”), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

### CONTRACT SUM

The County shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change orders as provided in the Contract Documents. The contract sum shall be the amount of (\$ \_\_\_\_\_ )

### EFFECTIVE DATE

This Construction Agreement, having been previously approved by the Commissioners’ Court of Collin County, Texas, shall be effective upon the date of delivery and execution by Contractor, provided the County executes the same within five (5) consecutive calendar days after said delivery and execution by Contractor.

## I. CONTRACT GENERAL PROVISIONS

### 1.1 DEFINITIONS

Words which have well-known technical or construction industry meanings shall have their commonly understood meanings in the Contract Documents, unless a different meaning is stated in the Contract Documents. The following words and expressions, or pronouns used in their place, shall wherever they appear in this contract be construed as follows, unless a different meaning is clear from the context:

**Addendum, Bulletin or Letter of Clarification:** Any additional contract provisions, or change, revisions or clarification of the Contract Documents issued in writing by the OWNER, to prospective bidders prior to the receipt of bids.

**Contract or Contract Documents:** The written agreement covering the performance of the work. The Contract and Contract Documents include this written Construction Agreement between OWNER and CONTRACTOR, Advertisement for Bids, Instructions to Bidders, Requests for Proposal, all Addenda, the Specifications, including the general and supplemental special and technical conditions, Drawings, provisions, plans or working drawings — and any supplemental changes or agreements pertaining to the Work or materials therefor; and bonds and any additional documents incorporated by reference in the above.

**CONTRACTOR:** The person, persons, partnership, firm, corporation, association or organization, or any combination thereof, entering into the contract for the execution of the work, acting directly or through a duly authorized representative.

**Other CONTRACTORS:** Any contractor, other than the CONTRACTOR or his subcontractors, who has a direct contact with the OWNER for work on or adjacent to the site of the work.

**Contract Work or Work:** Everything expressly or impliedly required to be furnished and done by the CONTRACTOR by the Contract Documents.

**Architect:** The term “Architect” means the Architect or his duly authorized representative. The Architect shall be understood to be the Architect of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the Architect and the CONTRACTOR.

**Extra Work:** Work other than that which is expressly or impliedly required by the Contract Documents at the time of the execution of the contract.

**Change Order:** A written order to the CONTRACTOR authorizing and directing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or the Contract time.

**Contract Price:** The total amount of money payable to the CONTRACTOR under the terms and conditions of the Contract Documents. When used in such context, it may also mean the unit price of an item of work under the Contract terms.

**OWNER’S Representative:** The Architect or Engineer or other duly authorized assistant, agent, engineer, inspector or superintendent acting within the scope of their particular duties.

**Drawings or Contract Drawings:** Those drawings that are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, including but not limited to, the plans, elevations, sections, details, schedules, diagrams, any bulletin, or any detailed drawing furnished by the OWNER, pertaining or supplemental thereto.

**Specifications:** Those portions of the Contract Documents that specify the requirements for materials, equipment, systems, standards and workmanship for performance of the Work, and related services.

**Inspector:** Any representative of the OWNER designated to inspect the work.

**Materialman or Supplier:** Any subcontractor contracting with the CONTRACTOR, or any of his subcontractors, to fabricate or deliver or who

actually fabricates or delivers materials, supplies or equipment to be consumed or incorporated into the Work.

**Notice:** Written notice effective the date of the postmark thereon, or if hand delivered, effective the date of hand delivery.

**OWNER:** COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas. The term OWNER means the OWNER or its authorized representative.

**Payment Bond:** A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of payment bond beneficiaries supplying labor and materials in the prosecution of the Contract Work.

**Performance Bond:** A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of the Owner, conditioned on the faithful performance of the Contract Work in accordance with the plans, specification, and Contract Documents.

**Maintenance Bond:** A bond executed by a corporate surety for 10% of the Contract Price that complies with all Texas Laws, including but not limited to, Chapter 3503 of the Texas Insurance Code, guaranteeing the prompt, full and faithful performance of the general guaranty and warranty contained in the Contract Documents, and Texas Law.

**Project:** The total construction of the work described in the Contract Documents performed by the Contractor, Other Contractor or the Owner in whole or part.

**Proposal:** The written statement or statements duly submitted to the OWNER by the person, persons, partnership, company, firm, association or corporation proposing to do the Work contemplated, including the approved form on which the formal bids for the Work are to be proposed.

**Plan, or Plans:** The plans are the drawings or reproductions therefrom made by the Owner or Owner's Representative and approved by the Owner showing the dimensions, location, design and position of the various elements of the Project and Work, including plans, elevations, sections, details, schedules, diagrams, working drawings, preliminary drawings, and such supplemental drawings as the Owner may issue to clarify other drawings or for the purpose of showing changes in the Contract Work authorized by the Owner, or for showing details not shown therein.

**Special Provisions or Conditions:** The special clauses of the Contract, or Contract Documents, setting forth conditions or requirements peculiar to the specific Project involved, supplementing the standard or general specifications and taking precedence over any conditions or requirements of the standard or general specifications with which they are in conflict.

**Specifications or Contract Specifications:** All of the general, special and technical conditions or provisions, and all addendum or supplements thereto consisting of written requirements for materials, equipment, systems, standards and performance of the work.

**Site:** The area upon or in which the CONTRACTOR'S operations are carried on, and such other areas adjacent thereto as may be designated as such by the OWNER.

**Subcontractors:** Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

**Sureties:** The corporate bodies which are bound by such bonds as are required with and for the CONTRACTOR. The sureties engaged to be responsible for the entire and satisfactory fulfillment of the Contract and for any and all requirements as set out in the specifications, Contract or plans.

**The Work:** All work including the furnishing of all labor, materials, tools, equipment, required submittals and incidentals to be performed by the CONTRACTOR under the terms of the Contract.

**Directed, Required, Approved and Words of Like Import:** Whenever they apply to the Work or its performance, the words "directed," "required," "permitted," "ordered," "designated," "established," "prescribed" and words of like import used in the Contract, specifications or upon the drawings shall imply the direction, requirement, permission, order, designation or prescription of the OWNER; and "approved," "acceptable," "satisfactory" and words of like import shall mean approved by, acceptable to or satisfactory to the OWNER.

**Equal:** Materials, articles or methods which are of equal or higher quality than those specified or shown on the drawings and as further defined in the "or equal" clause. Substitution of Materials shall be determined by the Architect or Engineer at his or her discretion, and approved by the Owner.

**Working Time, Completion Time or Contract Time:** The time set forth in the Contract for the performance and completion of the Work contracted for. The time may be expressed as calendar days, working days or a specific date.

**Calendar Day or Days:** Any successive days of the week or month, no days being excepted.

**Working Day:** A working day is defined as a calendar day not including Saturdays, Sundays or those legal holidays as specified in the list prepared by the OWNER for contract purposes. Nothing in this definition shall be construed as prohibiting the CONTRACTOR from working on Saturdays if he so desires, however permission of the OWNER shall be necessary if the CONTRACTOR chooses to work on Saturday. Work on Sundays shall not be permitted without the written permission of the OWNER. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as week days. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the contract.

## CONTRACT DOCUMENTS

- 1.2 The parties agree that the Contract Documents shall consist of the following documents in addition to any other documents referenced or incorporated herein:
- A. This written Construction Agreement, including any changes or modifications;
  - B. All addenda including the following listed and numbered addenda:  
Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_
  - C. Advertisement for Bids, Instructions to Bidder, the Invitation to Bid and Bid Form;
  - D. The Special/Supplemental Conditions;
  - E. The Specifications and the Project Drawings (if any);
  - F. The Construction Details shown on plans;
  - G. The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums;
  - H. The Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price;
  - I. The Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price; and,
  - J. The Maintenance Bond in the sum of TEN PERCENT (10%) of the total Contract Price.

### 1.2.1 PRIORITY OF THE CONTRACT DOCUMENTS

These Contract Documents (A through J above) form the Construction Agreement and are a part of this Construction Agreement as if fully set forth herein. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

### 1.2.2 THE CONTRACT

The Contract Documents form the Contract. The Contract represents the entire integrated agreement between the OWNER and the CONTRACTOR and supercedes all prior negotiations, and representations by either party.

### 1.3 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intent of the documents, unless otherwise specifically provided, is to produce complete and finished work, which the CONTRACTOR undertakes to do in full compliance with the Contract Documents. It is not intended to mention every item of work in the specifications which can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the specifications. All materials or labor for work shown on the drawings or reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the CONTRACTOR whether or not same is expressly covered in the specifications. No verbal conversation, understanding or agreement with any officer or employee or agent of the OWNER, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions or obligations contained in the Contract Documents.

#### 1.3.1 CONTRACT DRAWINGS AND SPECIFICATIONS

The OWNER shall furnish the CONTRACTOR one copy of the Contract Drawings and any supplemental drawings and specifications reasonably necessary for the proper execution of the work. At least one copy of all drawings and specifications shall be accessible at all times to the OWNER at the job site.

#### 1.3.2 SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS

In order to carry out the intent of the Contract Documents and to assist the CONTRACTOR in performing its work, the OWNER, after the execution of the Contract, may, by supplemental drawings, specifications or otherwise, furnish additional information or instructions as may be necessary for construction purposes.

All such supplemental drawings, specifications or instructions are intended to be consistent with the Contract Documents and reasonably inferable therefrom. Therefore, no extra costs shall be allowed by the OWNER on a claim that particular supplemental drawings, specifications or instructions differ from the requirements of the Contract Documents, incurring extra costs, unless the CONTRACTOR has first brought the matter, in writing, to the OWNER'S attention for adjustment before proceeding with the work covered by such.

If the OWNER decides that there is no departure from the requirements of the Contract Documents, the CONTRACTOR shall then proceed with the work as shown, specified or directed. If the OWNER shall decide that extra work is involved, he shall so modify the supplemental drawings, specifications or instructions to eliminate the extra work, or cause a written Change Order to be issued in accordance with the Contract Documents.

### 1.3.3 ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall not take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications; and the Architect or Engineer shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. In case of any errors, omissions or discrepancies in the drawings or specifications, the CONTRACTOR shall promptly submit the matter to the OWNER or OWNER'S Representative in writing who, in turn, shall promptly make a determination and issue the necessary instructions in writing. Any adjustment by the CONTRACTOR without this determination and instructions shall be at the CONTRACTOR'S own risk and expense. The Work is to be made complete as intended by the Contract Documents.

### 1.3.4 EXISTING STRUCTURES

The plans show the general locations of some known surface and subsurface structures. The locations of many gas mains, water mains, conduits, sewers, other utilities, etc., however, are unknown, and the OWNER assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for Extra Work or for increasing the pay quantities in any manner whatsoever. The CONTRACTOR shall be solely responsible for locating all gas mains, water mains, conduits, sewers, other utilities etc., so as to perform the Work without damaging the same.

## II. THE WORK

### 2.1 SCOPE OF WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents in connection with 2014-172, Roof Replacement for Wells Building Farm Museum.

### 2.2 CHANGE OR MODIFICATION OF CONTRACT

### 2.2.1 ALTERATION OF PLANS AND SPECIFICATIONS

The OWNER reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the Work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract or bonds. Such changes shall be issued by the Architect or Engineer.

### 2.2.2 INCREASED OR DECREASED QUANTITIES OF WORK

The OWNER reserves the right and may from time to time, by written order, and without notice to any surety, make changes in the quantity or time of performance of the Work, as may be considered necessary or desirable and such changes shall not be considered as waiving or invalidating any conditions or provisions of the Contract or bonds. The CONTRACTOR shall perform all the Contract Work in strict compliance with the Contract Documents, and shall not make any changes to the Work without prior written authorization from the OWNER, in the form of a written Change Order. If such changes increase or decrease either the cost or the time necessary for the performance of the Work, then the parties will mutually agree upon an equitable adjustment to the price or time to perform the Work pursuant to the terms of the Contract.

### 2.2.3 EXTRA WORK/CHANGE ORDERS

When any work is necessary to the proper completion of the Project and for which no prices are provided for in the Bid or Proposal and Contract, the CONTRACTOR shall do such work, but only when and as ordered in writing by the OWNER. The OWNER may order changes in the Work without invalidating Contract. Payment for Extra Work shall be made as provided herein. Contractor agrees that overhead and profit for Extra Work shall not exceed 10% of the total cost of the Extra Work. The Contractor shall not be entitled to any additional funds for any work or extra work performed on the Project, unless a Change Order is issued and signed by the Owner. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits. Nothing in this section shall give rise to any claims for any delay or acceleration damages, and the CONTRACTORS sole remedy for any delays in the Project shall remain an equitable extension of time as provided for in the Contract Documents. CONTRACTOR acknowledges and agrees to waive all rights or claims for compensation for any additional or other work not specifically authorized by the OWNER.

### 2.3 DISPUTED WORK AND CLAIMS FOR ADDITIONAL COMPENSATION

If the CONTRACTOR is of the opinion that (a) the work necessary or required to accomplish the result intended by this Contract, or (b) any work ordered to be done as Contract Work by the OWNER is extra work or additional work and not Contract Work, or (c) any determination or order of the OWNER violates the terms and provisions of this Contract, the CONTRACTOR shall promptly, either before proceeding with such work or complying with such order or determination, notify the OWNER in writing of his contentions with respect thereto and request a final determination thereof.

Such determination of the OWNER shall be given in writing to the CONTRACTOR. If the OWNER determines that the work in question is Extra Work and not Contract Work, or that the order complained of requires performance by the CONTRACTOR beyond that required by the Contract or violates the terms and provisions of the Contract, thereupon the OWNER shall cause either (a) the issuance of a written Change Order covering the Extra Work as provided herein, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the Contract.

If the OWNER determines that the work in question is Contract Work and not Extra Work, or that the determination or order complained of does not require performance by the CONTRACTOR beyond that required by the Contract or violate the terms and provisions of the Contract, he shall direct the CONTRACTOR to proceed, and the CONTRACTOR must promptly comply. In order to reserve his right to claim compensation for such work resulting from such compliance, however, the CONTRACTOR must, within 20 calendar days after receiving the OWNER'S determination and direction, notify the OWNER in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the CONTRACTOR fails to so appeal to the OWNER for a determination or, having so appealed, should the CONTRACTOR thus fail to notify the OWNER in writing of his protest, the CONTRACTOR shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this item.

In addition to the foregoing requirements, the CONTRACTOR shall, upon notice from the OWNER, produce for examination for a minimum period of three (3) years following final payment or termination of contract and audit at the CONTRACTOR'S office, by the representatives of the OWNER, all his books and records showing all of his acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At

such examination a duly authorized representative of the CONTRACTOR may be present.

Unless the aforesaid requirements and conditions are complied with by the CONTRACTOR, the OWNER shall be released from all claims arising under, relating to or by reason of disputed work or extra work. It is further stipulated and agreed that no conduct on the part of the OWNER or any agent or employee of the OWNER shall ever be construed as a waiver of the requirements of this section, when such requirements constitute an absolute condition precedent to any approval of any claim for extra compensation, notwithstanding any other provisions of the Contract Documents; and in any action against the OWNER to recover any sum in excess of the contract amount, the CONTRACTOR must allege and prove strict compliance with the provisions of this section. The CONTRACTOR ASSUMES THE RISK OF NONPAYMENT, for failing to comply with any of the requirements of this section.

### **III. CONTRACTORS RESPONSIBILITIES**

#### **3.1 CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND ASSURANCES.**

In consideration of, and to induce the award of this contract to him, the CONTRACTOR represents and warrants: (a) That he is financially solvent, and sufficiently experienced and competent to perform the work; (b) That the facts stated in the proposal and the information given by him pursuant to the bidding documents are true and correct in all respects; (c) That he has read, understood and complied with all the requirements set forth in the bidding documents; (d) That he is familiar with and understands all laws and regulations applicable to the work; and (e) unless otherwise specifically provided for in the Contract Documents, the CONTRACTOR shall do all the Work and shall furnish all the tools, equipment, machinery, materials, labor and appliances, except as herein otherwise specified, necessary or proper for performing and completing the work required by this Contract, in the manner and within the time herein prescribed.

By executing the contract, the CONTRACTOR represents that he has visited the site of Work, has fully familiarized himself with the local and on-site conditions under which the work is to be performed and has correlated his observation with the requirements of the Contract Documents. In addition, the CONTRACTOR represents that he has satisfied himself as to subsurface conditions at the site of the Work. Information, data and representations contained in the Contract Documents pertaining to the conditions at the site, including subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the Work. The CONTRACTOR agrees that he shall make no claims for damages, additional compensation or extension of time against the OWNER because of encountering actual conditions in the course of the Work which vary or differ from conditions

or information contained in the Contract Documents. All risks of differing subsurface conditions shall be borne solely by the CONTRACTOR.

The CONTRACTOR shall carefully study and compare the Contract Documents and shall at once report to the OWNER any error, inconsistency or omission he may discover. The CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings, product data or samples for such portion of the work.

### 3.1.1 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the CONTRACTOR or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate a material, product or system for some portion of the work.

C. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work shall be judged.

D. the CONTRACTOR shall provide, review, approve and submit to the Architect or Engineer with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the OWNER or any separate contractor, all shop drawings, product data and samples required by the Contract Documents. The Work will be performed in accordance with submittals approved by the Architect or Engineer. The CONTRACTOR shall not be relieved responsibility for deviations from the requirements of the Contract Documents by errors or omissions by the OWNER, Architect or Engineer in approving Shop Drawings, Product Data, samples or any other submittals.

E. By approving and submitting shop drawings, product data and samples, the CONTRACTOR represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or shall do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

F. As the Architect's or Engineer's review is only for general conformance with the requirements of the Contract Documents, the CONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's or

Engineer's approval of shop drawings, product data or samples unless the CONTRACTOR has specifically informed the Architect and Engineer in writing of such deviation at the time of submission and the Architect and Engineer have given written approval to the specific deviation. The CONTRACTOR shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Architect's or Engineer's approval thereof. The CONTRACTOR shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Architect or Engineer on previous submittals.

G. the CONTRACTOR shall be responsible for delays caused by rejection of the submittal of inadequate or incorrect shop drawings, product data or samples. The CONTRACTOR shall be responsible for seeing that any "approved" copies of shop drawings bearing the approval of the Architect or Engineer are allowed on the job site. The CONTRACTOR shall be responsible for providing all copies of approved shop drawings necessary for the construction operations.

H. the CONTRACTOR shall keep adequate records of submittal and approvals so that an accurate up-to-date record file is maintained at the job site at all times.

I. No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the Architect or Engineer. All such portions of the work shall be in accordance with approved submittals.

### 3.1.2 SURETY BONDS

With the execution and delivery of the contract, the CONTRACTOR shall furnish and file with the OWNER in the amounts herein required, the surety bonds specified hereunder. Without exception, the OWNER'S bond forms, attached hereto as Section 00610 and 00611 must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as the county in which the OWNER'S principal office is located. Such surety bonds shall be in accordance with Texas Law, including but not limited to, the provisions of Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the surety, but in no event shall a change which reduces the contract amount reduce the penal amount of such bonds.

A. Performance Bond. A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the Contract Price

guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the plans, specifications and Contract Documents, including any extensions thereof, for the protection of the OWNER. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the OWNER or such lesser or greater period as may be designated in the Contract Documents.

B. Payment Bond. A good and sufficient bond in an amount not less than 100 percent (100%) of the total amount of the Contract Price guaranteeing the full and proper protection of all payment bond beneficiaries and claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant.

C. Maintenance Bond. A good and sufficient bond in an amount not less than ten percent (10%) of the total amount of the Contract Price guaranteeing the project against defects.

D. Sureties. No sureties shall be accepted by the OWNER who are now in default or delinquent on any bonds or who are interested in any litigation against the OWNER. All bonds shall be made on forms furnished by the OWNER and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the OWNER. The sureties shall be listed in the most current Federal Register Treasury List. Each bond shall be executed by the CONTRACTOR and surety. Each surety shall designate an agent resident in the OWNER'S jurisdictional area acceptable to the OWNER to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. The OWNER reserves the right to reject any and all sureties.

E. Additional or Substitute Bonds. If at any time the OWNER is or becomes dissatisfied with any surety, then upon the performance or payment bond, the CONTRACTOR shall, within five days after notice from the OWNER to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bonds shall be paid by the CONTRACTOR without recourse to the OWNER. No further payments under the contract shall be deemed due or payable until the substitute or additional bonds shall have been furnished and accepted by the OWNER.

### 3.1.3 PERMITS AND FEES

The CONTRACTOR shall secure and pay for all building permits and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are normally and legally required for the construction of similar projects in the State of Texas. The CONTRACTOR will give all notices required by laws, ordinances, rules, regulations and lawful orders of authorized public authorities required for the proper and legal performance of the Work.

### 3.14 CONTRACT DOCUMENTS AT SITE

The CONTRACTOR shall keep and maintain at the Project site one record copy of the Contract Documents, including but not limited to, the Drawings, Specifications, addenda, Change Orders, submittals, Product Data, Samples and other modifications, in good order and marked to show the current construction of the Project. These documents shall be available to the OWNER, Architect or Engineer to review at any time and shall be submitted to the OWNER upon completion of the Project, along with a complete set of as built drawings.

## 3.2 CONTRACTOR'S RESPONSIBILITIES

### 3.2.1 PERFORMANCE OF THE WORK

In addition to those matters elsewhere expressly made the responsibility of the CONTRACTOR, the CONTRACTOR shall have the full and direct responsibility for the performance and completion of the Work under this Contract and for any act or neglect of the CONTRACTOR, his agents, employees or subcontractors. He shall bear all losses, if any, resulting on account of the amount and character of the Work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements or other causes.

### 3.2.2 MEANS AND METHODS OF CONSTRUCTION

Unless otherwise expressly provided in the contract drawings, specifications or bulletins, the means and methods of construction shall be such as the CONTRACTOR may choose; subject, however, to the OWNER'S right to prohibit means and methods proposed by the CONTRACTOR which in the OWNER'S judgment:

- A. shall constitute a hazard to the Work, or to persons or property, or shall violate express requirements of applicable laws or ordinances; or
- B. shall cause unnecessary or unreasonable inconvenience to the public; or

- C. shall not produce finished work in accordance with the requirements of the Contract Documents; or
- D. shall not assure the Work to be completed within the time allowed by the contract.

The OWNER'S approval of the CONTRACTOR'S means or methods of construction, or the OWNER'S failure to exercise his right to prohibit such means or methods, shall not relieve the CONTRACTOR of his responsibility for the Work or of his obligation to accomplish the result intended by the Contract Documents; nor shall the exercise or non-exercise of such rights to prohibit create a cause of action for damages or provide a basis for any claim by the CONTRACTOR against the OWNER. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, procedures, and for the safety precautions and programs in connection with the Work or the Project.

If the Contract Documents specify any means, methods, techniques, sequences or procedures, the CONTRACTOR shall evaluate said specifications and determine that they are safe for the proper prosecution of the Work. The CONTRACTOR shall be solely responsible for the job site safety of such means, methods, techniques, sequences or procedures. If the CONTRACTOR determines the the specified means, methods, techniques, sequences or procedures may not be safe, the CONTRACTOR shall immediately notify the OWNER and Architect or Engineer and shall not proceed without further instructions.

### 3.2.3 CONSTRUCTION SCHEDULE

The CONTRACTOR, immediately after being awarded the contract, shall prepare and submit for the OWNER, and Architect or Engineer's information an estimated progress schedule for the work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and reasonable execution of the work, not to exceed the time limits for completion provided in the Contract Documents. The progress schedule shall be updated as the Work proceeds or the schedule changes and immediately upon request by the OWNER. The CONTRACTOR shall also prepare a schedule of submittals that allows for a reasonable time for the OWNER, Architect or Engineer to review the submittals so as not to delay the Project.

### 3.2.4 TIME OF PERFORMANCE OF THE WORK

The CONTRACTOR shall begin the work to be performed under this Contract not later than 10 days from the date specified in the purchase or

work order and shall conduct the work in such a manner and with sufficient equipment, material and labor as is necessary to insure its completion within the working time. It is the intent of this specification to provide a continuous construction operation without delay except as occasioned by unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, and it shall be the CONTRACTOR's responsibility to execute the work in the most expeditious manner.

Work shall be done only during the regular and commonly accepted and prescribed working hours. No work shall be done on nights, Sundays or regular holidays unless permission is given by the OWNER

Time is of the Essence for the performance of the Work by the CONTRACTOR. CONTRACTOR agrees that the time allotted for the performance of the Work is reasonable.

### 3.2.5 PERFORMANCE OF EXTRA OR DISPUTED WORK

While the CONTRACTOR or his subcontractor is performing Extra Work in accordance with the OWNER'S written order, the cost of which is to be determined on a time and material basis, or is performing disputed work or complying with a determination or order under protest, the CONTRACTOR shall, on the Monday following the performance of the work, furnish the OWNER'S representative at the site with three copies of verified statements showing:

A. the name and number of each workman employed on such extra work or engaged in complying with such determination or order, the character of extra work each is doing and the wages paid to him, including the rate and amount of payroll taxes, contributions for insurance, and federal social security; and

B. the nature, cost and quantity of any materials, plant equipment or construction equipment furnished or used in connection with the performance of such extra work or in complying with such determination or order, and from whom purchased or rented.

The CONTRACTOR and his subcontractors, when required by the OWNER, must also produce for inspection for a minimum period of three (3) years following final payment or termination of contract, produce for examination and audit by designated OWNER representatives, any and all of his books, vouchers, records, daily job diaries and reports, canceled checks, etc. showing the nature and quantity of labor, materials and equipment actually used in the performance of the extra work; the amounts expended therefore; and the costs incurred for insurance

premiums and other items of expense directly chargeable to such extra work. The CONTRACTOR must permit the OWNER'S representatives to make extracts therefrom or copies thereof as may be desired.

Failure of the CONTRACTOR to comply strictly with the requirements of this section shall constitute a waiver of any claim for extra compensation on account of the performance of such extra work.

### 3.3 QUALITY OF WORK

#### 3.3.1 INSPECTION AND TESTS

The CONTRACTOR shall furnish the OWNER with every reasonable accommodation and opportunity to ascertain whether or not the work performed is in accordance with the requirements and intent of the plans and specifications. Any work done or materials used without suitable inspection by the OWNER may be ordered removed and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the OWNER in his administration of the contract, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.

Unless otherwise provided, the CONTRACTOR shall make arrangements for all tests, inspections and approvals with an independent testing laboratory or entity required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction over the Work or items to be tested, inspected or approved. If additional testing or inspection is required they shall be performed at the CONTRACTOR'S expense.

#### 3.3.2 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the CONTRACTOR'S expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without written authority and prior agreement in writing as to process, shall be done at the CONTRACTOR'S risk and shall be considered unauthorized and at the option of the OWNER may be ordered removed at the CONTRACTOR'S expense.

Upon failure of the CONTRACTOR to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or

materials immediately after receiving notice from the OWNER, the OWNER shall, after giving written notice to the CONTRACTOR, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the CONTRACTOR. Alternatively, the OWNER may, at its option, declare the CONTRACTOR in default.

### 3.3.3 WORKING AREA; COORDINATION WITH OTHER CONTRACTORS; FINAL CLEANUP

The CONTRACTOR shall confine his equipment, storage of materials and construction operations to the area shown on the contract drawings or stated in the specifications, prescribed by ordinance, laws, or permits or as may be directed by the OWNER, and shall not unreasonably encumber the site or public right-of-way with his construction equipment, plant or materials.

Such area shall not be deemed for the exclusive use of the CONTRACTOR. Other contractors of the OWNER may enter upon and use such portions of the area and for such items as determined by the OWNER are necessary for all purposes required by their contracts. The CONTRACTOR shall give to such other contractors all reasonable facilities and assistance to the end that the work on this and other contracts shall not be unduly or unreasonably delayed. Any additional areas desired by the CONTRACTOR for his use shall be provided by him at his own cost and expense.

The CONTRACTOR is responsible for cutting, fitting or patching any parts of the Work where such work is necessary to make the Work complete, for parts to fit together, or for any damage to the Work prior to Final Acceptance.

The CONTRACTOR shall keep the Project and the surrounding area clean and free from the accumulation of waste materials or trash. Upon completion of the work and before final acceptance and final payment shall be made, the CONTRACTOR shall completely clean and remove from the site of the work surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed, or as called for in the Contract Documents. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the OWNER, and at the CONTRACTOR'S sole cost.

## 3.4 LEGAL RESPONSIBILITIES

### 3.4.1. PATENTS AND COPYRIGHTS

The CONTRACTOR shall pay all royalties and license fees and shall provide, by suitable legal agreement with the patentee or owner, for the use of any design, device, material or process covered by letters, patent or any copyright. The CONTRACTOR shall indemnify, defend, hold and save the OWNER and its officers, employees and agents harmless from all liability and claims for infringement of any patent or copyright.

In the event that any claims, suit or action at law or in equity of any kind whatsoever is brought against the OWNER, or its officers, employees or agents involving any such patents, copyrights or license rights, then the OWNER shall have the right to and may retain from any money due or to become due to the CONTRACTOR such sum deemed necessary by the OWNER for its protection until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

### 3.4.2 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR and his sureties shall indemnify, defend and hold harmless the OWNER and all of its, past, present and future, officers, agents and employees from all suits, cause of action, claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, of any kind, character, name and description brought or arising, on account of any injuries or damages received or sustained by any person, destruction or damage to any property on account of, in whole or part, the operations of the CONTRACTOR, his agents, employees or subcontractors; or on account of any negligent act or fault of the CONTRACTOR, his agents, employees or subcontractors in the execution of said Contract; failing to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body including those dealing with health, safety, welfare or the environment; on account of the failure of the CONTRACTOR to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the OWNER growing out of such injury or damage. In no event shall OWNER be liable to CONTRACTOR for indirect or consequential damages or loss of income or profit irrespective of the cause, fault or reason for same. CONTRACTOR'S duty to indemnify herein shall not be limited by any limitation on the type or amount of damages payable by or for CONTRACTOR or any Subcontractor under workman's compensation acts, disability benefit acts or any other employee benefit acts.

In addition, the CONTRACTOR likewise covenants and agrees to, and does hereby, indemnify and hold harmless the OWNER from and against

any and all injuries, loss or damages to property of the OWNER during the performance of any of the terms and conditions of this Contract, arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, contractors, subcontractors, licenses or invitees of the CONTRACTOR.

The rights and responsibilities provided in this indemnification provision shall survive the termination or completion of this Contract.

### 3.5 SUPERVISION AND CONSTRUCTION PROCEDURES

#### 3.5.1. SUPERVISION BY CONTRACTOR

The status of the CONTRACTOR is that of an independent CONTRACTOR under Texas law and the work under this Contract shall be under the direct charge and superintendence of the CONTRACTOR. Except where the CONTRACTOR is an individual and gives his personal superintendence to the work, the CONTRACTOR shall provide a competent superintendent or general foreman on the work site at all times during progress with full authority to act for the CONTRACTOR. The CONTRACTOR shall also provide an adequate staff for the coordination and expediting of the Work.

The superintendent and staff shall be satisfactory to the OWNER. The superintendent or general foreman shall not be changed during this Contract except with the written consent of the OWNER or unless the superintendent or general foreman proves unsatisfactory to the CONTRACTOR and ceases to be in his employ.

If the superintendent should be or become unsatisfactory to the OWNER, he shall be replaced by the CONTRACTOR upon written direction of the OWNER, and in such event, the CONTRACTOR shall not be entitled to file a claim for any additional working time or money from the OWNER.

#### 3.5.2 EMPLOYEES

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him and shall at all times maintain good order among its employees. Whenever the OWNER shall inform the CONTRACTOR in writing that, in his opinion, any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it. Under urgent circumstances, the OWNER may orally require immediate removal of an employee for cause, to be followed by written confirmation.

The CONTRACTOR shall supervise and direct all the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety procedures and for coordinating all portions of the Work under the Contract. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of his employees, subcontractors and their agents, employees and subcontractors performing any of the work under a contract with the CONTRACTOR.

### 3.5.3 LABOR AND MATERIALS

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.

The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned to him.

The rate of progress shall be such that the whole work shall be performed and the premises cleaned up in accordance with the Contract within the working time established in the Contract, unless an extension of time is made in the manner hereinafter specified.

### 3.5.4 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.

General Decision Number: TX140047 01/03/2014 TX47

Superseded General Decision Number: TX20130047

State: Texas

Construction Type: Building

Counties: Collin and Denton Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family



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 Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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 The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination.

The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example:

SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

Except for work on legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.

For legal holidays, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.

For overtime work, the "General Prevailing Rate of Per Diem Wage" for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.

Under the provisions of Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.

If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the

corresponding classes of laborers and mechanics employed on the project of a character similar to the Contract Work.

- 3.5.5 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER'S intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractors process to verify enrollment compliance.

### 3.5.6 COMPLIANCE WITH LAWS

The CONTRACTOR shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Contract and the Work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

All work required under this Contract is intended to comply with all requirements of law, regulation, permit or license. If the CONTRACTOR finds that there is a variance, he shall immediately report this to the OWNER for resolution.

#### 3.5.6.1 EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

### 3.5.7 OTHER CONTRACTORS; OBLIGATION TO COOPERATE

The OWNER reserves the right to perform construction on the Project with its own forces or may award other contracts for additional work on this Project, and the CONTRACTOR shall fully cooperate with such other contractors and shall coordinate and fit his work to be done hereunder to such additional work as may be contracted by the OWNER. The CONTRACTOR shall not commit or permit any act which shall interfere with the performance of work by any other contractor.

Upon receiving written notice from the CONTRACTOR that the OWNER or another contractor is failing to coordinate his work with the Work under

this Contract as directed by the OWNER, the OWNER shall promptly investigate the charge and take such necessary action as the situation may require. However, the OWNER shall not be liable to the CONTRACTOR for damages suffered by the CONTRACTOR due to the fault or negligence of another contractor or through failure of another contractor to carry out the directions of the OWNER. Should any interference occur between contractors, the Architect or Engineer may furnish the CONTRACTOR with written instructions designating priority of effort, whereupon the CONTRACTOR shall immediately comply with such direction. In such event, the CONTRACTOR shall be entitled to an extension of working time only for unavoidable delays verified by the Architect or Engineer; however, no increase in the Contract Price shall be due the CONTRACTOR.

### 3.5.8 SUBCONTRACTS

The CONTRACTOR shall not make any subcontract for performing any portion of the Work included in the contract without written notice to the OWNER. This contract having been made pursuant to the bid submitted by the CONTRACTOR and in reliance with the CONTRACTOR'S personal qualifications and responsibility, the OWNER reserves the right to withhold approval of any subcontractor which the OWNER may deem would not be in the OWNER'S best interest.

The CONTRACTOR shall, as soon as practicable after signing the Contract, submit a separate written notice to the OWNER identifying each proposed subcontractor. Upon request of the OWNER, the CONTRACTOR shall promptly furnish additional information tending to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the OWNER determines that any proposed subcontractor is unacceptable, he shall so notify the CONTRACTOR, who may thereupon submit another proposed subcontractor unless the CONTRACTOR decides to do the work himself. Disapproval by the OWNER of any proposed subcontractor shall not provide a basis for any claim by the CONTRACTOR.

If an approved subcontractor fails to properly perform the work undertaken, he shall be removed from the job upon request of the OWNER, following notification to the CONTRACTOR in writing of the request for removal and the reasons therefore.

Each subcontract entered into shall provide that the provisions of this Contract shall apply to such subcontractor and his officers and employees

in all respects as if he and they were employees of the CONTRACTOR. The OWNER'S decision not to disapprove of any subcontract shall not relieve the CONTRACTOR of any of his responsibilities, duties and liabilities hereunder. The CONTRACTOR shall be solely responsible for the acts, omissions, negligence or defaults of his subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the CONTRACTOR to the extent of his subcontract.

The CONTRACTOR agrees to bind each subcontractor and each subcontractor agrees to be bound by the terms of the Contract Documents insofar as applicable to his work. The CONTRACTOR and each subcontractor jointly and severally agree that nothing in the Contract Documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against the OWNER; nor shall be deemed or construed to impose upon the OWNER any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and the OWNER.

The provisions contained herein shall likewise apply to any sub-subcontracts.

### 3.6 PROTECTION OF WORK AND OF PERSONS AND PROPERTY

#### 3.6.1 PROTECTION OF WORK

During performance and up to date of final acceptance, the CONTRACTOR shall be under the absolute obligation to protect the finished work against any damage, loss or injury. In the event of such damage, loss or injury, the CONTRACTOR shall promptly replace or repair such work, whichever the OWNER shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the OWNER'S approval of or failure to prohibit means and methods of construction used by the CONTRACTOR. All risk of loss or damage to the work shall be borne solely by the CONTRACTOR until final completion and acceptance of all work by the OWNER, as evidenced by the OWNER'S issuance of a certificate of acceptance.

#### 3.6.2 PROTECTION OF PERSONS AND PROPERTY

The CONTRACTOR shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. No separate compensation shall be paid to the

CONTRACTOR for the installation or maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law or otherwise for the protection of persons or property.

The CONTRACTOR shall assume all duties owed by the OWNER to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

Where the work is carried on in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the CONTRACTOR shall at his own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as are required by law. The CONTRACTOR'S responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the project shall have been completed and accepted by the OWNER, and shall cease when the certificate of acceptance is issued by the OWNER pursuant to the Contract Documents.

If the OWNER discovers that the CONTRACTOR has failed to comply with the applicable federal and state law (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the OWNER may order the CONTRACTOR to take such additional precautionary measures as required by law to be taken to protect persons and property.

In addition, the CONTRACTOR shall be held responsible for all damages to the work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by and at the cost and expense of the CONTRACTOR.

**3.6.3 SAFETY; TRENCH SAFETY; UNDERGROUND UTILITY SAFETY;  
PUBLIC CONVENIENCE AND SAFETY;**

The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to safety, trench safety, and underground utility safety, including those which may be enacted during the performance under this Contract. The CONTRACTOR shall comply with the provisions of the The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums and

the Instructions to Bidders regarding trench safety, public convenience and safety, and sanitary provisions. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work and the Project.

### 3.7 MATERIALS AND WORKMANSHIP; WARRANTIES AND GUARANTEES

Unless otherwise expressly provided in the contract drawings or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The OWNER shall judge and determine the CONTRACTOR'S compliance with these requirements.

#### 3.7.1 MATERIALS AND EQUIPMENT

The CONTRACTOR shall be free to secure the approved materials, equipment and articles from sources of his own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the Work, the OWNER shall have the right to require the original source of supply changed by the CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this contract shall be new unless otherwise specified in the Contract Documents and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be promptly repaired or replaced by the CONTRACTOR at the CONTRACTOR's sole cost upon demand of the OWNER. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

##### 3.7.1.1 "OR EQUAL" CLAUSE

A. Whenever a material or article required is specified or shown on the plans, by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which the Architect or Engineer determines shall perform adequately the duties imposed by the general design or which the Architect or Engineer deems to be of similar appearance (in cases where

appearance is of importance) shall be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function. Authorization for any substitution of materials or articles must be obtained by the CONTRACTOR from the Architect or Engineer before proceeding with such substitution.

B. Should an authorized substitution require redesign of a portion of the work or alterations to the plans or specifications in order for the materials or articles which are to be substituted to properly fit or in other ways to be satisfactory, the Architect or Engineer shall accomplish such redesigns and alterations. The CONTRACTOR shall bear all reasonable costs associated with redesign and alteration efforts performed by the Architect or Engineer.

### 3.7.2 WORKMANSHIP

The CONTRACTOR shall promptly correct or replace all work rejected by the OWNER as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all costs of correcting such rejected work, including costs incurred for additional services made necessary thereby.

## 3.8 WARRANTIES

### 3.8.1 SPECIAL WARRANTY

If within one year after final acceptance of the work by the OWNER, as evidenced by the final certificate of acceptance or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the OWNER to do so. This obligation shall survive termination or completion of the Contract. The OWNER 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 OWNER.

### 3.8.2 SUBCONTRACTORS' AND MANUFACTURERS' WARRANTIES

All subcontractors', manufacturers' and suppliers' warranties and guarantees, express or implied, respecting any part of the work and any materials used therein, shall be obtained and enforced by the CONTRACTOR for the benefit of the OWNER without the necessity of separate transfer or assignment thereof.

#### 3.8.3 CORRECTED WORK WARRANTY

Any work repaired or replaced, pursuant to this section, shall be subject to the provisions of this section to the same extent as work originally performed.

#### 3.8.4 RIGHTS AND REMEDIES

The rights and remedies of the OWNER provided in this section are in addition to, and do not limit, any rights or remedies afforded to the OWNER by law or any other provision of the Contract Documents, or in any way limit the OWNER'S right to recovery of damage due to default under the Contract. No action or inaction by the OWNER shall constitute a waiver of a right or duty afforded it under the Contract.

### IV. INSURANCE

#### 4.1 CONTRACTOR'S INSURANCE

Before commencing work, the CONTRACTOR and each subcontractor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverages required herein, indicating the coverage is to remain in force throughout the term of this Contract. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each subcontractor at their own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 30 days advance written notice being given to the OWNER.

In addition to any coverage required by Texas Law, the CONTRACTOR shall provide the following coverages at not less than the specified amounts:

- 4.2 Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage of not less than \$1,000,000. In addition to these, the CONTRACTOR must comply with all the requirements of the Texas Department of Insurance, Division of Workers' Compensation; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.)

By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR and its subcontractors 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 commission'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 which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the OWNER.

- 4.3 Broad form commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, written on an occurrence form, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property, with minimum limits as set forth below:

General Aggregate \$2,000,000  
 Products — Components/Operations Aggregate \$2,000,000  
 Personal and Advertising Injury \$ 1,000,000  
 Each Occurrence \$ 1,000,000

4.3.1 The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

- 4.4 Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence. Such insurance shall include coverage for loading and unloading hazards.

#### 4.5 OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER as insured for property damage and bodily

injury, which may arise in the prosecution of the Work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

#### 4.6 "UMBRELLA" LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER shall be named as an additional insured.

#### 4.7 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

- A. each policy shall name the OWNER as an additional insured as to all applicable coverage;
- B. each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail;
- C. the term "OWNER" shall include all past, present or future, authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, elected official, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
- D. the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy;
- E. all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies;
- F. each policy shall contain a waiver of subrogation in favor of OWNER, and its, past, present and future, officials, employees, and volunteers; and,
- G. each certificate of insurance shall reference the Project and Contract number, contain all the endorsement required herein, and require a notice to the OWNER of cancellation.

Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

- A. any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;
- B. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas with a financial ratings of B+ VII or better as assigned by BEST Rating Company or equivalent; and
- C. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

CONTRACTOR agrees to the following:

- A. CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
- B. Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
- C. Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and
- D. No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the Contract Price and the Contract unit prices. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

## **V. OWNERS RIGHTS AND RESPONSIBILITIES**

### **MONTHLY ESTIMATE, PARTIAL PAYMENTS AND FINAL PAYMENTS**

- 5.1 Progress and final payments shall be paid to the Contractor based upon the progress of the Project as indicated by the approved Applications for Payment, certificates of acceptance, or Certificates for Payment, that include an approved Schedule of Values that will be submitted by the CONTRACTOR to the OWNER prior to the commencement of the Work and in accordance with the following:
- 5.2 MONTHLY ESTIMATES

The CONTRACTOR shall deliver to the OWNER an itemized Application for Payment that shall include the work completed, materials stored at the Project site but not incorporated into the work, materials ready to be installed and stored at another agreed location, and the percentage of Work completed, through the 20<sup>th</sup> day of each month, on an Application for Payment with a schedule of values previously submitted by the Contractor and approved by the Owner. Prior to release of funds in connection with any Application for Payment, the Owner may request, and the Contractor must provide, properly executed statements of full or partial releases of claims acceptable to Owner in form and content, for all persons or entities supplying labor or materials to the Project.

5.2.1 The Application for Payment is a representation by the CONTRACTOR to the OWNER that the construction has progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount requested.

#### 5.2.2 INSPECTION AND PARTIAL PAYMENTS

Whenever the CONTRACTOR shall submit an Application for Payment to the OWNER for work performed by the CONTRACTOR, the CONTRACTOR shall notify the Architect or Engineer that the improvement is ready for inspection. The Architect or Engineer shall then make such inspection, and will have the authority to reject work that does not conform to the Contract Documents. If the work is satisfactory and in accordance with the specifications and Contract Documents, the Architect or Engineer shall issue a Certificate for Payment.

5.2.3 Within thirty (30) days of the Owner's receipt of a properly submitted and correct Application for Payment, and the issuance of a Certificate for Payment, the Owner shall make payment to the Contractor, in the amount approved by the Owner less 5% retainage. Such payment shall be adjusted for work that is incomplete or not in accordance with the Contract Documents or that is the subject of a separate contract, or subcontract or supplier claim or lien against the Contractor or the payment bonds for the project.

5.2.4 No partial or final payment or the entire use or occupancy of the Project by the OWNER shall be considered acceptance of work that does not strictly comply with the Contract Documents or release the CONTRACTOR of any of his responsibilities under the Contract.

#### 5.2.5 PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The CONTRACTOR for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm or corporation

having furnished labor, material or both in the performance of this Contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this Contract, to protect his or its interest in the manner prescribed by applicable laws of the State of Texas, provided, however, that as this Contract provides for a public works project, no lien of any kind shall ever exist or be placed against the Work or any portion thereof, or any public funds or retainage held by the OWNER; and any subcontractor shall look solely to the CONTRACTOR and the payment bond surety, and not the OWNER, for payment of any outstanding amounts due for labor, materials or any other indebtedness in connection with the Work. However, the OWNER may, at any time prior to making final payment, require the CONTRACTOR to furnish a Consent of Surety to any payment due the CONTRACTOR for completed work and may, at the discretion of the OWNER or the request of the Surety, make the check jointly payable to the CONTRACTOR and the Surety. The Owner shall have no obligation under this Agreement to pay or to be responsible in any way for payment to any Architect, Engineer, another design professional, contractor, subcontractor or supplier performing portions of the Work, pursuant to a contract with the Contractor.

#### 5.2.6 PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the contract, the OWNER may withhold from any payment otherwise due the CONTRACTOR such amount as determined necessary to protect the OWNER'S interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of:

- A. unsatisfactory progress of the Work not caused by conditions beyond the CONTRACTOR'S control,
- B. defective work not corrected,
- C. CONTRACTOR'S failure to carry out instructions or orders of the OWNER or his representative,
- D. a reasonable doubt that the Contract can be completed for the balance then unpaid,
- E. work or execution thereof not in accordance with the Contract Documents,
- F. claim filed by or against the CONTRACTOR or reasonable evidence indicating probable filing of claims,
- G. failure of the CONTRACTOR to make payments to subcontractor or for material or labor,
- H. damage to another contractor,
- I. unsafe working conditions allowed to persist by the CONTRACTOR,
- J. failure of the CONTRACTOR to provide work schedules as required by the OWNER,

K. use of subcontractors without the OWNER'S approval or,  
L. failure of the CONTRACTOR to keep current as-built record drawings at the job site or to turn same over in completed form to the OWNER.  
When the above grounds are removed, payment shall be made for amounts withheld because of them, and OWNER shall never be liable for interest on any delayed or late payment.

#### 5.2.7 PAYMENT FOR EXTRA WORK

The extra work done by the CONTRACTOR as authorized and approved by the Architect or Engineer shall be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the CONTRACTOR as payment in full for all labor, materials, tools, equipment and incidentals and all superintendents' and timekeepers' services, all insurance, bond and all other overhead expense incurred in the performance of the extra work.

Payment for extra work shall be made by one of the following methods:

A. Method "A" — by unit prices agreed on in writing by the OWNER and CONTRACTOR before said extra work is commenced, subject to all other conditions of the contract.

B. Method "B" — by lump sum price agreed on in writing by the OWNER and the CONTRACTOR before said extra work is commenced, subject to all other conditions of the contract.

#### 5.2.8 SUBSTANTIAL COMPLETION

The Project will be considered substantially complete when the OWNER can utilize the Project for its intended purpose and the Work is in conformance with the Contract Documents.

### 5.3 APPLICATION FOR FINAL PAYMENT.

Upon full performance of all the Contract Work and the full performance of all the provisions of the Contract, the CONTRACTOR shall submit a final application for payment to the OWNER, the CONTRACTOR shall notify the Architect or Engineer that the improvement is ready for inspection. All warranties and guaranties required of the CONTRACTOR by the Contract Documents shall be assembled and delivered by the CONTRACTOR to the OWNER as Part of the final Application for Payment. The Contractor will assign to the Owner all manufacturer's warranties relating to materials and labor used in the work and will perform the Work in such a manner as to preserve all such manufacturer's warranties. The CONTRACTOR will deliver a certificate evidencing that insurance and bonds required by the Contract Documents will remain in full force

and effect pursuant to the requirements of the Contract. The final Certificate for Payment will not be issued until all such warranties and guaranties have been received and accepted by the Owner, and a Certificate of Acceptance is issued by the Architect or Engineer.

#### 5.3.1 FINAL INSPECTION AND ACCEPTANCE

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, the CONTRACTOR shall notify the OWNER, and Architect or Engineer that the improvement is ready for final inspection. The Architect or Engineer shall then make such final inspection, and if the work is satisfactory and in accordance with the specifications and Contract Documents, the CONTRACTOR shall be issued a certificate of acceptance.

#### 5.3.2 FINAL PAYMENT

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, as evidenced in the certificate of acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the work shall be prepared by the Architect or Engineer as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject or necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums that have been previously paid, or deducted under the provisions of the Contract, shall be paid the CONTRACTOR within 30 days after the final acceptance, provided that the CONTRACTOR has furnished to the OWNER a consent of surety and an affidavit or other satisfactory evidence that all indebtedness connected with the Work and all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for and used in the performance of the work have been paid or otherwise satisfied, or that the person or persons to whom the same may respectively be due have consented to such final payment.

The acceptance by the CONTRACTOR of the final payment as aforesaid shall operate as and shall be a release to the OWNER from all claims or liabilities under the Contract, including all subcontractor claims, for anything done or furnished or relating to the Work under the Contract or for any act or neglect of said OWNER relating to or connected with the Contract.

All warranties and guarantees shall commence from the date of the certificate of acceptance. No interest shall be due the CONTRACTOR on any partial or final payment or on the retainage.

### 5.3 MODIFICATIONS TO CONTRACT WORK OR TIME OF PERFORMANCE

#### 5.3.1 OWNER'S RIGHT TO TEMPORARILY SUSPEND WORK

#### 5.3.2 REASONS FOR SUSPENSION

The OWNER shall have the right by written order to temporarily suspend the work, in whole or in part, whenever, in the judgment of the OWNER, such temporary suspension is required:

- A. in the interest of the OWNER generally,
- B. due to government or judicial controls or orders which make performance of this contract temporarily impossible or illegal,
- C. to coordinate the work of separate contractors at the job site,
- D. to expedite the completion of a separate contract even though the completion of this particular Contract may be thereby delayed,
- E. because of weather conditions unsuitable for performance of the Work, or
- F. because the CONTRACTOR is proceeding contrary to contract provisions or has failed to correct conditions considered unsafe for workmen.

The written order of the OWNER to the CONTRACTOR shall state the reasons for suspending the work and the anticipated periods for such suspension. Upon receipt of the OWNER'S written order, the CONTRACTOR shall suspend the work covered by the order and shall take such means and precautions as may be necessary to properly protect the finished and partially finished work, the unused materials and uninstalled equipment, including the providing of suitable drainage about the work and erection of temporary structures where necessary. The CONTRACTOR shall not suspend the Work without written direction from the OWNER and shall proceed with the work promptly when notified by the OWNER to resume operations.

#### 5.3.3 NO ADDITIONAL COMPENSATION

No additional compensation shall be paid to the CONTRACTOR for a temporary suspension of the Work by the OWNER or otherwise where same is caused by the fault of the CONTRACTOR. Where such temporary suspension is not due to the fault of the CONTRACTOR, he shall be entitled to:

- A. an equitable extension of working time for the completion of the work, not to exceed the delay caused by such temporary suspension, as determined by the OWNER; and

B. the actual and necessary costs of properly protecting the finished and partially finished work, unused materials and uninstalled equipment during the period of the ordered suspension as determined by the OWNER as being beyond the Contract requirements, such costs, if any, to be determined pursuant to the terms of the Contract; and

C. where the CONTRACTOR elects to move equipment from the job site and then return it to the site when the work is ordered resumed, the actual and necessary costs of these moves, in an amount determined by the OWNER pursuant to the terms of the Contract.

#### 5.3.4 USE OF COMPLETED PORTIONS OF WORK

The OWNER may, after written notice to the CONTRACTOR, and without incurring any liability for increased compensation to the CONTRACTOR, take over and use any completed portion of the Work prior to the final completion and acceptance of the entire work included in the Contract, and notwithstanding that the time allowed for final completion has not expired. The OWNER and CONTRACTOR agree that occupancy of portions of the Work by the OWNER shall not in any way evidence the substantial completion of the entire work or signify the OWNER's acceptance of the Work.

The CONTRACTOR shall not object to, nor interfere in any way with, such occupancy or use after receipt of the OWNER'S written notice. Immediately prior to such occupancy and use, the OWNER shall inspect such portion of the Work to be taken over and shall furnish the CONTRACTOR a written statement of the work, if any, still to be done on such part. The CONTRACTOR shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the OWNER'S written order, unless the OWNER shall permit specific items of work to be finished after the occupancy and use by the OWNER.

In the event the CONTRACTOR is unreasonably delayed by the OWNER exercising its rights under this section, the CONTRACTOR may submit a request for an extension of time; CONTRACTOR'S sole remedy for an unreasonable delay shall be an extension of time and shall not be entitled to any additional compensation.

#### 5.4 COMMENCEMENT; TIME OF COMPLETION; DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES

#### 5.4.1 COMMENCEMENT; TIME OF COMPLETION

Contractor shall commence work within ten (10) consecutive calendar days after receiving from County a notice to proceed. Contractor agrees and covenants that the number of consecutive calendar days allowed to complete all work following a notice to proceed shall be as follows:

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#### 5.4.2. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Time is of the essence in the progress and completion of this Contract. For each calendar day that any Work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due the CONTRACTOR:

Two Hundred Forty Dollars and Zero Cents (\$240.00)

The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER in such event would sustain; and said amounts are agreed to be the amount of damages which the OWNER would sustain and which shall be retained from the monies due, or that may become due, the CONTRACTOR under this Contract; and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or his surety shall pay any additional amounts due.

#### 5.4.3 EXTENTIONS OF TIME

The CONTRACTOR shall be entitled to an extension of working time under this Contract only when claim for such extension is submitted to the OWNER in writing by the CONTRACTOR within seven days from and after the time when any alleged cause of delay shall occur, and then only when such time is approved by the OWNER. In adjusting the Contract working time for the completion of the Project, unforeseeable causes beyond the control and without the fault or negligence of the

CONTRACTOR, including, acts of God or the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors due to such causes beyond their control shall be taken into consideration.

If the satisfactory execution and completion of the Contract should require work and materials in greater amounts or quantities than those set forth in the Contract, requiring more time for completion than the anticipated time, then the contract working time shall be equitably increased, but not more than in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the CONTRACTOR.

No adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the CONTRACTOR, his agents, employees or subcontractors; and no adjustment shall be made to the Contract Price and the CONTRACTOR shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the OWNER. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the provisions of this Contract, and no act of the OWNER shall be deemed a waiver or entitlement of such extension.

## 5.5 TERMINATION FOR CONVENIENCE OF THE OWNER

### 5.5.1 NOTICE OF TERMINATION

The performance of the Work under this Contract may be terminated by the OWNER in whole or from time to time in part, in accordance with this section, whenever the OWNER shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by mailing a notice of termination to the CONTRACTOR specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Receipt of the notice shall be deemed conclusively presumed and established when the letter is placed in the United States Mail by the OWNER. Further, it shall be deemed conclusively presumed and established that such termination is made with just cause as therein stated; and no proof in any claim, demand or suit shall be required of the OWNER regarding such discretionary action.

### 5.5.2 CONTRACTOR ACTION

After receipt of a notice of termination, and except as otherwise directed by the OWNER, Architect or Engineer, the CONTRACTOR shall:

- A. stop work under the Contract on the date and to the extent specified in the notice of termination;
- B. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion the Work under the Contract as is not terminated;
- C. terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- D. transfer title to the OWNER and deliver in the manner, at the times, and to the extent, if any, directed by the OWNER, Architect or Engineer:
  - 1. the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination; and
  - 2. the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the OWNER.
- E. complete performance of such part of the work as shall not have been terminated by the notice of termination; and
- F. take such action as may be necessary, or as the Architect or Engineer may direct, for the protection and preservation of the property related to its Contract which is in the possession of the CONTRACTOR and in which the OWNER has or may acquire an interest.

At a time not later than 30 days after the termination date specified in the notice of termination, the CONTRACTOR may submit to the OWNER a list, certified as to the quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Architect or Engineer. Not later than 15 days thereafter, the OWNER shall accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Architect or Engineer upon removal of the items, or, if the items are stored, within 45 days from the date of submission of the list, and provided that any necessary adjustments to correct the list as submitted shall be made prior to final settlement.

### 5.5.3 TERMINATION CLAIM

Within 60 days after notice of termination, the CONTRACTOR shall submit his termination claim to the Architect or Engineer in the form and with the certification prescribed by the OWNER. Unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR, made in writing within such 60-day period or authorized extension thereof, any and all such claims shall be conclusively deemed waived.

#### 5.5.4 AMOUNTS

The CONTRACTOR and OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant hereto, provided that such agreed amount or amounts shall never exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. No amount shall be due for lost or anticipated profits. Nothing prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and the OWNER to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the CONTRACTOR pursuant to this paragraph.

#### 5.5.5 FAILURE TO AGREE

In the event of the failure of the CONTRACTOR and the OWNER to agree, as provided herein, upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, the OWNER shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amounts determined. No amount shall be due for lost or anticipated profits.

#### 5.5.6 DEDUCTIONS

In arriving at the amount due the CONTRACTOR under this section, there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this contract; (b) any claim which the OWNER may have against the CONTRACTOR in connection with this Contract; and (c) the agreed price for or the proceeds of sale of any materials, supplies or other things kept by the CONTRACTOR or sold, pursuant to the

provisions of this clause, and not otherwise recovered by or credited to the OWNER.

#### 5.5.7 ADJUSTMENT

If the termination hereunder be partial prior to the settlement of the terminated portion of this Contract, the CONTRACTOR may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices; nothing contained herein, however, shall limit the right of the OWNER and the CONTRACTOR to agree upon the amount or amounts to be paid to the CONTRACTOR for the completion of the continued portion of the Contract when said contract does not contain an established contract price for such continued portion.

#### 5.5.8 NO LIMITATION OF RIGHTS

Nothing contained in this section shall limit or alter the rights which the OWNER may have for termination of this Contract under any other provision of this Contract or any other right which OWNER may have for default or breach of contract by CONTRACTOR.

### 5.6 CONTRACTOR DEFAULT: OWNER'S RIGHT TO SUSPEND WORK AND ANNUL CONTRACT

The Work or any portion of the Work under contract shall be suspended immediately on written order of the OWNER declaring the CONTRACTOR to be in default. A copy of such notice shall be served on the CONTRACTOR'S surety. The contract may be annulled by the OWNER for any good cause or causes, among others of which special reference is made to the following:

- A. failure of the CONTRACTOR to start the work within 10 days from date specified in the written work order issued by the OWNER to begin the work;
- B. evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;
- C. failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the Work;
- D. evidence that the CONTRACTOR has abandoned the Work or discontinuance of the performance of the Work or any part thereof and failure to resume performance within a reasonable time after notice to do so;

- E. evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the Work;
- F. deliberate failure on the part of the CONTRACTOR to observe any requirements of the specifications or to comply with any orders given by the Architect or Engineer as provided for in the specifications;
- G. failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;
- H. evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under contract;
- I. repeated violations of safe working procedures;
- J. the filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the Work. When the Work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the Work or such part thereof as the OWNER shall designate, whereupon the surety may either at its option assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon the CONTRACTOR and upon the surety or its authorized agents. The surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the Contract, but in no event shall such payments exceed the contract amount, regardless of the cost to the surety to complete the Work.

In the event that the surety assumes the CONTRACTOR'S place, duties and responsibilities in the Contract, all monies remaining due the CONTRACTOR at the time of his default shall thereupon become due and payable to the surety as the work progresses, subject to all terms of the Contract. In case the surety does not, within the hereinabove specified time, exercise its obligation to assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, then the OWNER shall have the power to complete by contract or otherwise, as it may determine, the Work herein described or such part thereof as it may deem necessary; and the CONTRACTOR hereto agrees that the OWNER shall have the right to take possession of or use any or all of the materials, plans, tools, equipment, supplies and property of every kind provided by the CONTRACTOR for the purpose of the Work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due the CONTRACTOR under and by virtue of the Contract or any part thereof.

The OWNER shall not be required to obtain the lowest bid for the work of completing the Contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the CONTRACTOR, then in such case the OWNER may pay the CONTRACTOR the difference in the cost, provided that the CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the CONTRACTOR, the CONTRACTOR and his surety shall pay the amount of the excess to the OWNER on notice from the OWNER for excess due including any costs incurred by the OWNER, such as inspection, legal fees and liquidated damages. When any particular part of the Work is being carried out by the OWNER by contract or otherwise under the provisions of this section, the CONTRACTOR shall continue the remainder of the Work in conformity with the terms of the contract and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by the OWNER or surety.

#### 5.7 SUSPENSION BY COURT ORDER AGAINST THE OWNER

The CONTRACTOR shall suspend such part or parts of the Work pursuant to a court order issued against the OWNER and shall not be entitled to additional compensation by virtue of such court order; neither shall the CONTRACTOR be liable to the OWNER in the event the Work is suspended by such court order, unless such suspension is due to the fault or negligence of the CONTRACTOR. A delay of the CONTRACTOR due to a court order against the OWNER, or due to the OWNER'S failure to secure right-of-way at the time required or because of a conflict of a utility with the Work, shall not be cause for additional compensation for damages sustained by the CONTRACTOR, but may be a cause for extension of contract working time only. The CONTRACTOR'S sole remedy for any suspensions of the Work is an equitable extension of time to perform the Work.

#### 5.8 NO WAIVER OF RIGHTS OR ESTOPPEL

The OWNER, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the Work and final payment therefore from:

A. showing the true and correct amount, classifications, quality and character of the Work done and materials furnished by the CONTRACTOR or any other person under this Contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect or improperly made in any particular, or that the Work or the materials or any parts thereof do not in

fact conform to the contract requirements; and (b) demanding the recovery from the CONTRACTOR of any overpayments made to him, or such damages as the OWNER may sustain by reason of the CONTRACTOR'S failure to perform each and every part of this Contract in strict accordance with its terms; or both.

## **VI. AUTHORITY OF THE ARCHITECT OR ENGINEER**

6.1 All work shall be performed in a good and workmanlike manner and to the satisfaction of the Architect or Engineer. The Architect or Engineer shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of the construction, interpretation of the plans and specifications, acceptable fulfillment of the Contract, compensation, mutual rights between contractors under these specifications and suspension of the Work. He shall determine the amount and quality of work performed and materials furnished, and his decisions and estimates shall be final. His estimate in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due him under the Contract.

### **6.2 OWNER'S REPRESENTATIVES**

Where the Contract Documents indicate that determinations, directions or approvals shall be made by the OWNER or "Owner's representatives," this shall mean the OWNER acting directly, or through duly authorized persons acting within the limit of authority delegated to them. Any determination, direction or approval of such authorized representatives shall be subject to review by the OWNER. For purposes of administering the schedule or the payment provisions of this Contract the Architect or Engineer may act as the Owner's representative for purposes of approving payments, changes, scheduling, or acceptance of the Work, at the OWNER'S discretion.

### **6.3 INSPECTIONS OF WORK PROGRESS**

The Architect or Engineer shall visit the site at during construction of the Project as necessary as the Owner's Representative to verify that the Work is being performed in compliance with the Contract Documents and shall be given total access to the Project by the CONTRACTOR. Site visits or inspections by the Architect or Engineer shall in no way relieve the CONTRACTOR of any of its responsibilities or duties pursuant to the Contract Documents. The Architect or Engineer will neither have control over, nor be responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project.

#### 6.4 CONSTRUCTION STAKES

Architect/Engineer will provide the Contractor with primary horizontal and vertical control to consist of one construction baseline and two benchmarks.

The Contractor shall take all necessary precautions to preserve any and/or all markings and staking. Payment for costs of restaking shall be the responsibility of the Contractor.

#### 6.5 APPROVAL OF SUBMITTALS

The Architect or Engineer shall review and approve or take other appropriate action the CONTRACTOR's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents. The Architect or Engineers review of the submittals shall not relieve the CONTRACTOR of any of its obligations to perform the Work in strict compliance with the Contract Documents. The Architect or Engineer's review shall not be considered approval of safety precautions, means and methods, techniques, sequences or procedures that are the responsibility of the CONTRACTOR.

### **VII. CLAIMS OR DISPUTES**

#### 7.1 CLAIMS AGAINST OWNER AND ACTION THEREON.

No claim against the OWNER under the Contract or for breach of the Contract or additional compensation for extra or disputed work shall be made or asserted against the OWNER under the Contract or in any court action, unless the CONTRACTOR shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claim as required by the Contract.

#### 7.2 CLAIM AGAINST OFFICERS, EMPLOYEES OR AGENT OF THE OWNER.

No claim whatsoever shall be made by the CONTRACTOR against any, past, present or future, officer, employee or agent of the OWNER for or on account of, anything done or omitted to be done in connection with this Contract.

### **VIII. MISCELLANEOUS PROVISIONS**

#### 8.1 FINANCIAL INTEREST IN ANY CONTRACT BY OWNER'S OFFICERS, EMPLOYEES OR AGENTS

No officer, employee or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the OWNER of any land, materials, supplies

or services, except on behalf of the OWNER as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the contract involved voidable by the OWNER.

## 8.2 SERVICE OF NOTICES

The OWNER and the CONTRACTOR shall each designate addresses where all notices, directions or other communication may be delivered or to which they may be mailed.

Notices to the surety or sureties on contract bonds shall be directed or delivered to the home office, or to the agent or agents who executed the bonds on behalf of the surety or sureties, or to their designated agent for delivery of notices.

Actual delivery of any such notice, direction or communication to the aforesaid places or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally or, if the CONTRACTOR be a corporation, upon any officer or director thereof.

## 8.3 UNLAWFUL PROVISIONS DEEMED STRICKEN

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

## 8.4 ALL LEGAL PROVISIONS INCLUDED

It is the intent and agreement of the parties to this contract that all legal provisions of law required to be inserted herein shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

## 8.5 ASSIGNMENTS

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the OWNER.

The CONTRACTOR shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval of the OWNER.

The approval of the OWNER of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the OWNER of any assignment, transfer or conveyance shall not operate to release the CONTRACTOR or surety hereunder from any of the Contract and bond obligations, and the CONTRACTOR shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

## 8.6 STATE AND LOCAL SALES AND USE TAXES

The OWNER qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the CONTRACTOR shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The CONTRACTOR shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B. all materials, supplies, equipment and other tangible personal property used or consumed by the CONTRACTOR in performing the Contract with the OWNER. Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the OWNER are not included in the exemption.

Under "reasons said purchaser is claiming this exemption" in the exemption certificate, the CONTRACTOR must name the OWNER and the project for which the equipment, material and supplies are being purchased, leased or rented.

## 8.7 VENUE AND GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Construction Agreement, and that the exclusive venue for any legal proceeding involving this Construction Agreement shall be in Collin County, Texas.

## 8.8 NO WAIVER OF LEGAL RIGHTS

Inspection by the Architect, Engineer, or OWNER; any order, measurement, quantity or certificate by the Architect or Engineer; any order by the OWNER for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the OWNER shall not operate as a waiver of any provisions of the contract or any power therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The OWNER reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract Documents. The OWNER reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the Work resulting from such error, dishonesty or collusion by the CONTRACTOR or his agents, discovered in the Work after the final payment has been made.

Neither final acceptance of the Work, nor final payment shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and the CONTRACTOR shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the OWNER shall constitute acceptance of work not done in accordance with the Contract Documents or relieve CONTRACTOR of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

## 8.9 OBLIGATION TO PERFORM FUNCTIONS

Any failure or neglect on the part of OWNER, Architect or Engineer or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve CONTRACTOR from full compliance with the Contract Documents nor render OWNER liable to CONTRACTOR for money damages, extensions of time or increased compensation of any kind.

## 8.10 SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

8.11 HEADINGS

The title and headings contained in the Contract Documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

8.12 ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

This Construction Agreement, including the Contract Documents and all the documents incorporated therein represents the entire and integrated agreement between the OWNER, Collin County, and the CONTRACTOR, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement may be amended only by written instrument signed by both, the OWNER, Collin County, and the CONTRACTOR.

8.13 INTERPRETATION

Although this Agreement is drafted by the OWNER, Collin County, should any part be in dispute, the parties agree that this Construction Agreement shall not be construed more favorable for either party. No rule of construction requiring that ambiguities in this Contract shall be construed more favorably for either party shall apply.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement upon the year and date indicated beneath their signatures hereto.

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary

**COLLIN COUNTY, TEXAS:**

By: \_\_\_\_\_  
Michalyn Rains, CPPO, CPPB, Purchasing Agent

Date: \_\_\_\_\_

\_\_\_\_\_  
Collin County Commissioners' Court Order No.

**ATTEST:**

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Secretary

**APPROVED AS TO FORM:**

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**ACKNOWLEDGMENTS**

**STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

**BEFORE ME,** \_\_\_\_\_ on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ corporation,  
known to me (or proved to me on the oath of) \_\_\_\_\_ or  
through \_\_\_\_\_ (description of identity card or other document) to be the  
person whose name is subscribed to the foregoing instrument and acknowledged to me  
that he/she executed the same as the act and deed of the corporation, for the purposes and  
consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE,** this the \_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name

My Commission expires on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**STATE OF TEXAS** §

**COUNTY OF COLLIN** §

**BEFORE ME,** \_\_\_\_\_ on this day personally appeared \_\_\_\_\_  
\_\_\_\_\_, Purchasing Agent of COLLIN COUNTY, TEXAS, a political  
subdivision of the State of Texas, known to me (or proved to me on the oath of) \_\_\_\_\_  
\_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other  
document) to be the person whose name is subscribed to the foregoing instrument and  
acknowledged to me that he/she executed the same as the act and deed of COLLIN  
COUNTY, TEXAS, for the purposes and consideration therein expressed and in the  
capacity therein stated.

**GIVEN** under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name

My Commission expires on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**00610 PAYMENT BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of 2014-110, CONSTRUCTION, INTERIOR AND EXTERIOR ALTERATIONS, 900 E PARK

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:  
Wells Building Farm Museum  
Roof Replacement

00610 - 1

Payment Bond

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.

Revised 11/2008

Collin County  
**00610 PERFORMANCE BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of 2014-110, CONSTRUCTION, INTERIOR AND EXTERIOR ALTERATIONS, 900 E PARK

**CONDITION OF THIS OBLIGATION IS SUCH**, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

**"PROVIDED, HOWEVER**, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.

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**00611 MAINTENANCE BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_, and fully authorized to transact business in the State of Texas, whose address is \_\_\_\_\_ of the City of \_\_\_\_\_ County of \_\_\_\_\_, and State of \_\_\_\_\_, (hereinafter referred to as "Principal"), and \_\_\_\_\_ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of \_\_\_\_\_ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto \_\_\_\_\_ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of 2014-110, CONSTRUCTION, INTERIOR AND EXTERIOR ALTERATIONS, 900 E PARK

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH**, that the bond guarantees the full and proper maintenance and repair of the work herein contracted to be done and performed for a period of \_\_\_\_\_ year(s) from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said CONTRACTOR in construction of same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agree that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

**"PROVIDED, HOWEVER**, that said Surety, for value received, stipulates and agrees the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_ .

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:

Wells Building Farm Museum  
Roof Replacement

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Maintenance Bond

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**Note:** Date of Bond must NOT be prior to date of contract.

Revised 11/2008

ROOF CONTRACTOR'S QUALIFICATION STATEMENT

Submitted to: COLLIN COUNTY, TEXAS

Project: COLLIN COUNTY WELLS BUILDING FARM MUSEUM ROOF REPLACEMENT  
7117 COUNTY ROAD 166  
COLLIN COUNTY, TEXAS

By:

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Area Code Telephone

Principal Office (if other than above)  
\_\_\_\_\_  
\_\_\_\_\_

1. How many years has your organization been in business as a roofing contractor? \_\_  
Under present name?

Other names and number of years under each name? \_\_\_\_\_  
\_\_\_\_\_

2. Is your firm a corporation \_\_, sole proprietor \_\_, general partnership \_\_, limited  
partnership \_\_, other \_\_. If other please explain \_\_\_\_\_  
\_\_\_\_\_

- 3. a. Has your firm been involved in arbitration or had legal action taken against it during the past 5 years (including currently) in connection with allegations of roofing failure or other deficiencies? If so, please explain:

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- b. Has your firm had failures or replacements greater than 5 percent of any new installation or replacement project accomplished by your firm over the past 5 years? If so, please explain:

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- 4. a. If requested, will your firm provide a financial statement prepared by a certified public accountant or other comparably trained preparer?
- b. Can you furnish performance and payment bonds underwritten by a surety licensed by and in good standing with the Texas State Board of Insurance?

If answer is not "yes" to 4. (a) and (b), please explain: \_\_\_\_\_

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- 
- 5. List previous new roofing or reroofing projects accomplished by your firm for Collin County over the past 10 years. Include name of facility and calendar year completed.

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6. What training has been received to render your applicators and supervisors skilled at installing the roofing specified for this project?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. List five projects your firm has accomplished during the past 3 years that are closest in size and scope to the project named on the first page of the Qualification Statement. Provide project name, project address, Owner's name, name and phone number of the Owner's representative, name of roof system and manufacturer on these applications and date of completion.

(1) Project Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Owner's Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Roof System: \_\_\_\_\_ Manufacturer: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_

(2) Project Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Owner's Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Roof System: \_\_\_\_\_ Manufacturer: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_

(3) Project Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Owner's Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Roof System: \_\_\_\_\_ Manufacturer: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_

(4) Project Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Owner's Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Roof System: \_\_\_\_\_ Manufacturer: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_

8. How do you propose to respond to any repair or warranty call backs from your principal business location? What will be your anticipated response time to repair reported leaks?

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Signed

Name of Individual Submitting Information  
(Please Type or Print)

---

Relationship to Firm  
(Please Type or Print)

---

Date

## SUPPLEMENTARY CONDITIONS

### 1.01 GENERAL CONDITIONS:

The "General Conditions of the Contract for Construction," AIA Document A201, 1997 Edition, Articles 1 through 14 inclusive, is a part of this Contract and is incorporated herein as fully as if here set forth. The General Conditions and all modifications listed hereinafter shall apply to the General Contract and all subcontracts. Copies of the General Conditions may be obtained at the office of the Architect.

### 1.02 SUPPLEMENTS:

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction," AIA Document A201, 1997. Where any Article of the General Conditions is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

### 1.03 REFERENCE TO DIVISION 1:

Where provisions of General Conditions relate to project administrative or work-related requirements of the Contract, some of those paragraphs are supplemented by Sections of Division 1, "General Requirements" of the Specifications.

## ARTICLE 1 - GENERAL PROVISIONS

### 1.1 BASIC DEFINITIONS

Add to 1.1 the following Subparagraph 1.1.8:

#### 1.1.8 MISCELLANEOUS DEFINITIONS

- 1.1.8.1 The term "site" means the area within the Owner's property lines, or the portion of such area which is enclosed within the Contract Limit Line, including all structures or encumbrances within such area.
- 1.1.8.2 The term "product" means a complete assembly of materials, systems, and equipment.
- 1.1.8.3 The term "furnish" means to only purchase and deliver the specified products or items, which may be consigned to another party.
- 1.1.8.4 The term "install" means to only supply the labor required to incorporate products or items furnished by others. The Contractor shall also receive, unload, store, and protect such products or items. Installation shall include all final mechanical and electrical connections, unless such work is specifically excluded.
- 1.1.8.5 The term "provide" means to furnish and install the specified item, complete, in place and ready for use, including all final connections.

## 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add to 1.2 the following Subparagraph 1.2.4:

- 1.2.4 Sections of Division 1 - General Requirements govern the execution of the work of all Sections of the Specifications.

## ARTICLE 2 - OWNER

### 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete Subparagraph 2.2.5 in its entirety and substitute the following:

- 2.2.5 The Contractor will be furnished, free of charge, 5 copies of the Drawings and Project Manuals. Additional sets will be furnished at cost of reproduction, postage and handling.

## ARTICLE 3 – CONTRACTOR

### 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES:

Add Subparagraph 3.12.11 to Paragraph 3.12:

- 3.12.11 The Architect's review of Contractor's submittals will be limited to examination of an initial submittal and two resubmittals. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

## ARTICLE 4 - ADMINISTRATION OF THE CONTRACT

### 4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

Add Clause 4.2.2.1 to Subparagraph 4.2.1:

- 4.2.2.1 The Contractor shall reimburse the Owner for compensation paid to the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor.

### 4.3 CLAIMS AND DISPUTES

Add the following Clauses 4.3.7.3 and 4.3.7.4 to Subparagraph 4.3.7:

- 4.3.7.3 Claims for increase in the Contract Time shall set forth in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide such supporting documentation as the Owner may require including, where appropriate, a revised construction schedule indicating all the activities affected by

the circumstances forming the basis of the Claim.

- 4.3.7.4 The Contractor shall not be entitled to a separate increase in the Contract Time for each one of the number of causes of delay which may have concurrent or interrelated effects on the progress of the Work, or for concurrent delays due to the fault of the Contractor.

#### ARTICLE 5 - SUBCONTRACTORS

##### 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- 5.2.1. Refer to the Instructions to Bidders, Article 1.8 for additional requirements.

#### ARTICLE 9 - PAYMENTS AND COMPLETION

##### 9.3 APPLICATIONS FOR PAYMENT

- 9.3.1 Add to subparagraph 9.3.1 the following sentence: "The form of Application for Payment shall be notarized AIA Document G702, Application and Certification for Payment, supported by AIA Document G703, Continuation Sheet, submitted in triplicate."

- 9.3.1. Refer to the Instructions to Bidders, Article 1.21 for additional requirements.

##### 9.8 SUBSTANTIAL COMPLETION

Add the following Clause 9.8.3.1 to Subparagraph 9.8.3:

- 9.8.3.1 Except with the consent of the Owner, the Architect will perform no more than one inspection to determine whether the Work or a designated portion thereof has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

##### 9.9 FINAL COMPLETION AND FINAL PAYMENT

Add the following Clause 9.10.1.1 to Subparagraph 9.10.1:

- 9.10.1.1 Except with the consent of the Owner, the Architect will perform no more than one inspection to determine whether the Work or a designated portion thereof has attained Final Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections.

- 9.10.2 In addition to the items listed in 9.10.2, the Contractor shall deliver to the Owner the items required in Section 01700 - CONTRACT CLOSEOUT, before final payment will be made.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

## 10.2 SAFETY OF PERSONS AND PROPERTY

Add the following Clause 10.2.4.1 to 10.2.4:

- 10.2.4.1 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

ARTICLE 11 - INSURANCE

## 11.1 CONTRACTOR'S LIABILITY INSURANCE

Refer to the Instructions to Bidders, Article 1.44 for the requirements for insurance to be provided by the Contractor. The requirements in Article 1.44 of the Instructions to Bidders shall govern over the requirements stated in this Article 11.

## 11.4 PROPERTY INSURANCE

Delete Clause 11.4.1.4 and substitute the following:

- 11.4.1.4 The Contractor shall at the Contractor's own expense provide insurance coverage for materials stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the Work in transit until such materials are permanently attached to the Work.

Add the following Clause 11.4.1.6 to Subparagraph 11.4.1:

- 11.4.1.6 The insurance required by Paragraph 11.4 is not intended to cover machinery, tools or equipment owned or rented by the Contractor that are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment, which shall be subject to the provisions of Subparagraph 11.4.7.

End of Document

# SUBSTITUTION REQUEST

## BIDDING PHASE

PROJECT: Collin County Wells Building Farm Museum Roof Replacement

PROJECT NO.: 46-13038

TO (CONSULTANT):

FROM (BIDDER):

DryTec Moisture Protection Technology Consultants, Inc.  
8750 N. Central Expressway, Suite 1730  
Dallas, TX 75231

Date:

Initial Submittal

Resubmittal

BIDDER/SUPPLIER HEREBY REQUESTS ACCEPTANCE OF THE FOLLOWING PRODUCT AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF DIVISION ONE OF THE BIDDING DOCUMENTS:

1. SPECIFIED PRODUCT:

Substitution request for (Generic Description): \_\_\_\_\_

Specification Section No. \_\_\_\_\_ Article(s) \_\_\_\_\_ Para.(s) \_\_\_\_\_

2. SUPPORTING DATA:

Product data for proposed substitution is attached (product description, references, performance and test data).

Sample is attached.

Sample will be sent if requested.

3. QUALITY COMPARISON:

	SPECIFIED PRODUCT	PROPOSED SUBSTITUTION
Name, Brand:	_____	_____
Catalog No.:	_____	_____
Manufacturer:	_____	_____
Vendor:	_____	_____
Significant Variations:	_____	_____

Maintenance Service Available:  Yes  No  NA

Spare Parts Source: \_\_\_\_\_

4. PREVIOUS INSTALLATIONS:

Identification of similar projects on which proposed substitution was used: (Attach list of additional projects)

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Architect: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Date Installed: \_\_\_\_\_

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Architect: \_\_\_\_\_  
Owner: \_\_\_\_\_  
Date Installed: \_\_\_\_\_

5. REASON FOR NOT GIVING PRIORITY TO SPECIFIED PRODUCT:

\_\_\_\_\_  
\_\_\_\_\_

6. EFFECT OF PROPOSED SUBSTITUTION:

**SUBSTITUTION REQUEST**  
**BIDDING PHASE (Continued)**

Proposed substitution affects other parts of Work:  No  Yes (If yes, explain)

Substitution requires dimensional revision or redesign::  No  Yes (If yes, attach complete data.)

7. **BIDDER'S/SUPPLIER'S CERTIFICATION OF CONFORMANCE OF PROPOSED SUBSTITUTION TO CONTRACT REQUIREMENT:** I/we have investigated the specified product and the proposed substitution. I/we:

- have determined that the proposed substitution is equal or superior in all respects to specified product, except as stated above;
- will provide the same warranty as specified for specified product;
- have included complete implications of the substitution;
- will pay redesign and other costs caused by the substitution which subsequently become apparent;
- will pay costs to modify other parts of the Work as may be needed, to make all parts of the Work complete and functioning resulting from the substitution.

Bidder/Supplier: \_\_\_\_\_ Date: \_\_\_\_\_

Signature shall be by person having authority to legally bind the Bidder/Supplier to the above terms.

Answer all questions and complete all blanks - use "NA" if not applicable.

**ARCHITECT'S REVIEW AND ACTION:**

- Resubmit substitution request:
  - Provide more information in following categories: \_\_\_\_\_
  - Sign Bidder's / Supplier's Certification of Conformance.
- Substitution is accepted.
- Substitution is accepted, with the following comments: \_\_\_\_\_
- Substitution not accepted.
- No action taken. Substitution Request received too late.

\_\_\_\_\_  
DryTec Moisture Protection Technology Consultants, Inc. Date

DryTec has relied upon the accuracy and validity of the information provided by the Bidder/Supplier in evaluating and acting upon this Request for Substitution.

cc: \_\_\_\_\_  
[Owner]

**SECTION 01100****SUMMARY OF WORK****PART 1 GENERAL:****1 WORK COVERED BY CONTRACT DOCUMENTS:**

- A. Work consists of replacing the existing metal roof system installed on the existing Wells Building Farm Museum for Collin County, Texas located at 7117 County Road 166, Collin County, Texas, 75071.

**2 CONTRACTS:**

- A. Perform Work under a single lump-sum/fixed-price contract with the Owner.

**3 WORK SEQUENCE:**

- A. Sequence and stage reroofing work in accordance with reroofing phasing plans approved by Owner.

**4 CONTRACTOR'S USE OF PREMISES:**

- A. Confine operations at site to areas permitted by Law, Ordinances, Permits and to Limits of Contract as shown on Contract Documents.
- B. Do not unreasonably encumber site with materials or equipment.
- C. Do not load structure with weight that will endanger structure.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move stored products which interfere with operations of Owner or separate Contractors.
- F. Coordinate use of premises under direction of Owner's Representative.
- H. Limit use of site for Work and storage as follows:
  - 1. Restrict Work to roof areas indicated on Drawings.
  - 2. Access site in areas approved by Owner.
  - 3. Restrict work to between the hours of 6:00 a.m. and 7:00 p.m., except for emergency repairs or as required for noise control.
- I. Maintenance of Access and Operations:
  - 1. Maintain access to existing building, facilities, parking, streets and walkways; especially fire lanes, entrances and loading dock.
  - 1. During period of construction, do not obstruct in any manner existing building exit ways.
- J. Maintenance of Existing Services
  - 1. Notify Owner a minimum of 5 days prior to each required interruption of mechanical or electrical services in building. Such interruptions shall be only at such times and for lengths of time as approved by the Owner. In no event shall interruption occur without prior approval of the Owner.
- I. Building Access:
  - 1. Contractor will not have access to building interior, except as required to perform alterations Work.
  - 2. Access to roof construction areas shall be by way of exterior ladder on face of building.
  - 3. Access to roof construction areas for delivery of materials and debris removal shall be by way of exterior hoists on face of building as designated by Owner.

4. When keys to locked areas are needed to perform work, obtain from staff member designated by Owner. Return keys at end of each day's work.
- J. OWNER OCCUPANCY:
1. Owner will occupy premises during construction for the conduct of Owner's normal, daily building operations. Cooperate with Owner's representative in all construction operations to minimize conflict and to facilitate Owner usage

**End of Section**

**SECTION 01314**  
**PROJECT MEETINGS**

**PART 1 GENERAL**

**1.1 PRE-CONSTRUCTION CONFERENCE:**

- A. A pre-construction conference will be held at the site at a time and date to be designated by the Owner and Architect.
- B. Representatives of the Contractor, including project superintendent and foreman, shall meet with Owner or his appointed representative and with the Architect.
- C. As a minimum, the following items will be on meeting agenda:
  - 1. Review of Contract, insurance and Schedule of Values.
  - 2. Designation of key personnel.
  - 3. Communications.
  - 4. Construction Schedule and phasing plan.
  - 5. Coordination with separate contractor.
  - 6. Job site conditions and requirements:
    - a. Use of site and restrictions.
    - b. Temporary services and controls.
    - c. Construction procedures.
    - d. Daily completion procedures (night seal).
    - e. Weather restrictions.
    - f. Notification procedures.
    - g. Quality control.
    - h. Project record documents procedures.
    - i. Final inspection.
  - 7. Submittals Review.

**End of Section**

**SECTION 01340****SHOP DRAWINGS, PRODUCT  
DATA AND SAMPLES****PART 1 - GENERAL****1.1 GENERAL:**

- A. Submit to the Architect Shop Drawings, Product Data and Samples required by Specification sections.

**1.2 RELATED REQUIREMENTS:**

- A. General Conditions - Paragraph 3.12.
- B. Project Record Documents - Section 01700.

**1.3 SHOP DRAWINGS:**

- A. Original drawings, prepared by Contractor, subcontractor, supplier or distributor, which illustrate some portion of the Work, showing fabrication, layout, setting or erection details, prepared by a qualified detailer. Reproduction and use of Contract Drawings are prohibited.
- B. Reproduction for submittals: Opaque prints.

**1.4 PRODUCT DATA:**

- A. Manufacturer's standard schematic drawings:
  - 1. Modify drawings to delete information which is not applicable to project.
  - 2. Supplement standard information to provide additional information applicable to project.
- B. Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data:
  - 1. Clearly mark each copy to identify pertinent materials, products or models.
  - 2. Show dimensions and clearances required.
  - 3. Show performance characteristics and capacities.

**1.5 SAMPLES:**

- A. Physical examples to illustrate materials, equipment and workmanship, and to establish standard by which completed Work is judged.

**1.6 CONTRACTOR RESPONSIBILITIES:**

- A. Review Shop Drawings, Product Data and Samples prior to submission. Initial, sign or stamp, certifying to review of submittal.
- B. Verify:
  - 1. Field measurements.
  - 2. Field construction criteria.
  - 3. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of Work and of Contract Documents.
- D. Contractor's responsibility for errors and omissions in submittals is not relieved by the Architect's review of submittals.

Wells Building Farm Museum  
Roof Replacement

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SHOP DRAWING, PRODUCT  
DATA AND SAMPLES

- E. Contractor's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by the Architect's review of submittals, unless Architect gives written acceptance of specific deviations.
- F. Notify the Architect, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- G. Begin no work which requires submittals until return of submittals with Architect's stamp and initials or signature indicating review and indication to proceed as noted.
- H. After Architect's review, distribute copies.

**1.7 SUBMISSION REQUIREMENTS:**

- A. Schedule submissions to Architect immediately after Contract Award.
- B. Submit 5 opaque prints of Shop Drawings.
- C. Submit 3 copies of Product Data, plus the number of copies required by the Contractor for distribution.
- D. Submit one of each Sample.
- E. Accompany submittals with transmittal letter, containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. The number of each Shop Drawing, Product Datum and Sample submitted.
  - 5. Notification of deviations from Contract Documents.

**1.8 RE-SUBMISSION REQUIREMENTS:**

- A. Shop Drawings:
  - 1. Revise initial drawings as required and re-submit as specified for initial submittal.
  - 2. Indicate on drawings any changes which have been made, other than those requested by the Architect.
- B. Product Data and Samples: Submit new datum and samples as required for initial submittal.

**1.9 DISTRIBUTION OF SUBMITTALS AFTER REVIEW:**

- A. Architect will retain 3 copies of approved or corrected Shop Drawings and Product Datum.
- B. Architect will return remaining copies to Contractor for distribution.

**End of Section**

**SECTION 01355****ALTERATIONS PROJECT PROCEDURES****PART 1 GENERAL****1.1 REQUIREMENTS INCLUDED:**

- A. Procedural requirements for alterations work.

**1.2 RELATED SECTIONS:**

- A. Use of site - Section 01100.
- B. Sequence of work - Section 01100.
- C. Temporary facilities and controls - Section 01500.
- D. Material and equipment - Section 01600.
- E. Cleaning - Sections 01500 and 01700.

**1.3 DESCRIPTION:**

- A. The procedures and administrative requirements of this Section apply to all Sections of the Specifications which are involved in alterations to the existing building.
- B. During demolition and alteration work, exercise extreme care not to damage, deface or alter existing elements of building scheduled to remain, except as specifically noted otherwise.

**1.4 ALTERATIONS, CUTTING AND PROTECTION:**

- A. Extent:
  - 1. Perform cutting and removal work so as not to cut or remove more than is necessary and so as not to damage adjacent work.
  - 2. Conduct work in such a manner as to minimize noise and to minimize accumulation and spread of dirt and dust.
- B. Protection:
  - 1. Protect remaining finishes, equipment, and adjacent work from damage caused by cutting, moving, removal and patching operations. Protect surfaces which will remain a part of the finished work.
  - 2. Protect existing and new work from weather elements. Where openings are cut into existing work, provide waterproofing, weather protection, and other facilities and protection required to prevent weather damage to new work and to building interiors.
  - 3. During demolition and construction provide positive dust-control.
  - 4. After materials are installed, properly protect Work until final acceptance.
  - 5. Any damage to existing site and structures resulting from construction operations shall be repaired by the Contractor without cost to the Owner.
- C. Demolition:
  - 1. Cut and carefully remove designated items.
  - 2. Do not cut or remove structural members, unless otherwise noted.
  - 3. Avoid excessive vibrations in demolition procedures that would be transmitted through existing structure and finish materials.
- D. Salvage:
  - 1. Salvage items specifically indicated for salvage and reuse.
  - 2. Do not incorporate salvaged or used material in new construction, except as specifically

indicated.

E. Debris:

1. Remove debris promptly from the site as specified in Section 01500. Debris resulting from cutting, removal or moving, except that scheduled for salvage, becomes property of the Contractor. Load removed material directly on trucks or in an on-site dump container for removal from site. Dispose of removed material legally. Do not allow debris to enter sewers.
2. Do not let piled material endanger structure.
3. Prevent occurrence of unsanitary conditions, staining or damage due to debris.

**1.5 REPAIR:**

- A. Replace work damaged in course of alterations, except at areas approved by Architect for repair.

**End of Section**

**SECTION 01425****DEFINITIONS****PART 1 GENERAL****1.1 SECTION INCLUDES:**

- A. Definitions for construction terminology not otherwise defined in Contract Documents.
- B. Definitions for special terminology used for this Project.

**1.2 RELATED SECTIONS:**

- A. Conditions of the Contract (Definitions contained there).
- B. Alterations project procedures - Section 01355.
- C. Materials and equipment - Section 01600.

**1.3 EXISTING - (PRESENTLY THERE):**

- A. Also may be noted "original". Present conditions and assumed locations, if known, as of the Date of Contract Documents.

**1.4 ABANDONED - (NO LONGER NECESSARY OR IN USE):**

- A. "Remove" items so noted, or later defined, as an all inclusive responsibility within this contract. Pay for all work in connection with removal of these items, including municipal, disposal, utility and service charges. Dispose of all "Excess".

**1.5 ABANDON - (TO BECOME ABANDONED):**

- A. Protect and allow to remain as "existing" until such other work makes them "abandoned", such as relocation or discontinuation of service. Upon determination of abandonment, work shall proceed in accordance with "Abandoned".

**1.6 SALVAGE - (TO BE REMOVED AS IS):**

- A. "Remove", protect, "preserve" in complete material condition as found "existing". Also to "Save". Determine suitability for incorporation in this Contract. Store at a location mutually agreed upon. Dispose of all "Excess".

**1.7 UNKNOWN - (NOT SHOWN ON DRAWINGS):**

- A. Products beneath surfaces indicated by drawings and encountered during the Work. Immediately support, shore and protect. Immediately notify the Architect and authority having jurisdiction. Allow free access for inspection. "Preserve" in proper condition until the Architect determines definition and interpretation of Work. Take such measures as required for protection, reinforcement or adjustment.

**1.8 NEW - (TO BE INCORPORATED) NOT EXISTING:**

- A. Refer to various specification sections for requirements of Work to be incorporated.

**1.9 ADDITION - (TO ADD TO AND BE INCORPORATED) ALSO TO "ADD":**

- A. Work supplementary to that indicated to accomplish that which is required by the Contract

Documents. To bring to a new condition; to extend, fasten, patch and match to that which is existing.

**1.10 REMAIN - (TO LEAVE WHERE IT IS EXISTING):**

- A. The final location of an item in its "existing" position, however, this shall not mandate the fact that this item will not move during this contract, specifically in order to "Preserve" or "Rework".

**1.11 RENOVATE - (TO REPAIR AND MAKE NEW):**

- A. The process required to bring an item to a present new standard of condition required by the Contract Documents; e.g., to "rework" "existing" "suitable" "salvage" "products" and perform "new" work and "additions" required. (Syn. rehabilitate, recondition, repair.)

**1.12 REMOVE - (TO TAKE FROM EXISTING LOCATION):**

- A. Work required to extract a portion or whole by one or a combination of methods and moved to a new location.
1. "Abandoned": Remove items by dismantling or extraction and may be by demolition, if acceptable.
  2. Salvage: Remove by disassembly. "Relocate".
  3. Products: Where a specific portion of component of an assembly or whole is to be removed, take all precautions to prevent damage, defacement and displacement to the "existing" to remain i.e., mortar, bricks, and finishes.

**1.13 REINSTALL - (TO INCORPORATE AS WAS ONCE DONE):**

- A. "Remove" and "salvage" existing from its location, if it does exist. "Restore", "Renovate" or "Remodel" and "Reinstall" in its existing location. Reincorporate and "re-work" the original work to the extent required by the Contract Documents.
- B. If the "Existing" item, so indicated, is missing, defective, or unsuitable as "Existing", then "Reconstruct" only that portion with "New" products and incorporate as was original. Syn. Replace.

**1.14 REPLACE - (TO TAKE THE PLACE OF):**

- A. "Remove" "existing" unserviceable product and provide "new" product in place of unserviceable product.

**1.15 RELOCATE - ("REINSTALL" IN A NEW LOCATION):**

- A. "Reinstall" in a new location as indicated on Drawings.

**1.16 REUSE - (TO USE AS ONCE WAS):**

- A. The use of "suitable" "salvage" for incorporation or reincorporation in the Work. "Remove", "Relocate" and "Reinstall" as required for "Reuse".

**1.17 DEFECTIVE - (NOT ACCEPTABLE):**

- A. Refer to Conditions of the Contract, that which does not conform to the Contract Documents. As it applies to "Salvage", in addition to the above, shall mean "Unsuitable".

**1.18 EXCESS - (NOT REQUIRED):**

- A. More quantity than required to conform to the Contract Documents and not desired by the

Owner. Debris shall be considered "Excess" and not be buried on this site. Remove "Excess" from the site and legally dispose. "Excess" "Suitable" "Salvage" shall be property of Contractor unless otherwise specified.

**End of Section**

**SECTION 01500****TEMPORARY FACILITIES AND CONTROLS****PART 1 GENERAL****1.1 RELATED REQUIREMENTS:**

- A. Use of site - Section 01100.
- B. Demolition and cutting - Section 01355.

**1.2 SANITARY FACILITIES:**

- A. Provide adequate temporary chemical toilets at time Work is commenced.
- B. Maintain facilities in compliance with applicable health laws and regulations. Keep clean and unobtrusive.
- C. Upon completion of Work, remove these facilities and all traces thereof.

**1.3 STORAGE OF MATERIALS:**

- A. Store materials on site unless otherwise approved by Owner.
- B. Cover and protect materials subject to damage by weather, including during transit.
- C. Provide additional storage at no cost to Owner in the event that additional storage area is required beyond that provided by project site.
- D. Stored materials shall be available for inspection by Owner or Architect at all times.

**1.4 TEMPORARY ELECTRICAL ENERGY:**

- A. Contractor shall provide portable generators for temporary electrical service for completion of the Work.

**1.5 PROTECTION:**

- A. Refer to Section 01355 for additional protection requirements of existing building.

**1.6 CLEANING DURING CONSTRUCTION:**

- A. Oversee cleaning and ensure that building and grounds are maintained free from accumulations of waste materials and rubbish.
- B. At not less than every day during progress of work, cleanup work areas and access, and dispose of waste materials, rubbish and debris.
- C. At Contractor's option, on-site dump containers may be used for collection of waste materials, rubbish and debris. Locate containers a minimum of 30 ft. away from building entrances at a location acceptable to the Owner. If used, remove containers when filled.
- D. Do not allow waste materials, rubbish and debris to accumulate and become an unsightly or hazardous condition.
- E. Remove waste materials, rubbish and debris from site, and legally dispose of at public or private dumping areas off Owner's property.
- F. Keep streets and access to site free of rubbish and debris.
- G. Lower waste materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

**1.7 EMPLOYEE CONTROL:**

- A. Do not allow construction employees to enter buildings, except as required to perform alterations Work.

**1.8 LEAK (WATER) DAMAGE CONTROL:**

- A. In the event of rain during construction operations, immediately inspect interior of building beneath work areas for leaks.

- B. Coordinate with Owner for access to building.
- C. Continue to inspect building on a regular basis until rain ceases.
- D. If leaks are discovered during rains, immediately cover and protect building furnishings and equipment with plastic sheeting in the area of the leak. Immediately notify Owner of leak condition.
- E. Perform emergency repairs on roofing to stop leaks.

**End of Section**

**SECTION 01600****MATERIAL AND EQUIPMENT****PART 1 GENERAL****1.1 GENERAL:**

- A. Material and equipment incorporated into Work:
  - 1. Conform to applicable specifications and standards.
  - 2. Comply with size, make, type and quality specified, or as specifically approved in writing by Architect.
  - 3. Manufactured and fabricated products:
    - a. Design, fabricate and assemble in accord with recognized industry standards.
    - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
    - c. Two or more items of same kind shall be identical, by same manufacturer.
    - d. Products suitable for service conditions.
    - e. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- B. Do not use material or equipment for purposes other than that for which it is designed or is specified.

**1.2 RELATED REQUIREMENTS:**

- A. Summary of Work - Section 01100.
- B. Alterations Project Procedures - Section 01355.
- C. Shop Drawings, Product Data and Samples - Section 01340.
- D. Storage of Materials - Section 01500.

**1.3 REUSE OF EXISTING MATERIAL:**

- A. Except as specifically indicated on Drawings, or as specified in Section 01355, materials removed from existing structure shall not be used in completed Work.
- B. For material specifically indicated or specified to be reused in Work:
  - 1. Use special care in removal, handling, storage and reinstallation, to assure proper function in completed Work.

**1.4 MANUFACTURER'S INSTRUCTIONS:**

- A. When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in installation, including one copy to Owner.
  - 1. Maintain one set of complete instructions at jobsite during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accord with such instructions and in conformity with specified requirements.
  - 1. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Owner for further instructions.
  - 2. Do not proceed with work without clear instructions.
- C. Perform work in accord with manufacturer's instructions. Do not omit preparatory steps or

installation procedures unless specifically modified or exempted by Contract Documents.

### **1.5 TRANSPORTATION AND HANDLING:**

- A. Arrange deliveries of products in accord with construction schedules, coordinate to avoid conflict with work and conditions at site.
  - 1. Deliver products in undamaged condition, in manufacturer's original containers or packaging, with identifying labels intact and legible.
  - 2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and reviewed submittals, and that products are properly protected and undamaged.
- B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging.

### **1.6 SUBSTITUTIONS AND PRODUCT OPTIONS:**

- A. Contractor's Options:
  - 1. For products specified only by reference standard, select any product meeting that standard, by any manufacturer.
  - 2. For products specified by naming several products or manufacturers, select any product and manufacturer named.
  - 3. Products specified by naming only one product and manufacturer are to establish a quality standard. For products other than the named product, submit request for substitution as specified below.
- B. Substitutions:
  - 1. Prior to receipt of Bids, Architect and Owner will consider written requests from Bidders for substitutions of products in place of those specified. Instructions to Bidders govern times for submitting substitutions. Subsequent requests will not be considered after execution of the Contract except for a proven case of product unavailability or other conditions beyond control of Contractor. Requests for substitutions shall include data listed below.
  - 2. Submit 2 copies of Substitutions Request Form, supported with complete data, drawings and appropriate samples substantiating compliance of proposed substitution with Contract Documents, including:
    - a. Product description, performance and test data and applicable reference standards.
    - b. Name and address of similar projects on which product was used and date of installation.
    - c. Itemized comparison of qualities of proposed substitution with that specified.
    - d. Changes required in other elements of Work because of substitution.
    - e. Effect on construction schedule.
    - f. Availability of maintenance service, and source of replacement materials.
- C. Contractor's Representation: Request for substitution constitutes a representation that Contractor:
  - 1. Has investigated proposed product and determined that it is equal to or superior in all respects to that specified.
  - 2. Will provide same warranties for substitution as for product specified.
  - 3. Will coordinate installation of accepted substitution into Work, and make such other changes as may be required for Work to be complete in all respects.
  - 4. Waives all claims for additional costs, under his responsibility, related to substitution which subsequently becomes apparent.

- Substitutions will not be considered if:
- a. They are indicated or implied on Shop Drawings or Product Data submittals without formal request submitted in accord with this Section.
  - b. They are submitted after time limit specified above.
  - c. Acceptance will require substantial revision of Contract Documents.
- D. If substitution is not approved or accepted, Contractor shall furnish specified product.

**End of Section**

**SECTION 01700****CONTRACT CLOSEOUT****PART 1 GENERAL****1.1 REQUIREMENTS INCLUDED:**

- A. Closeout Procedures and Submittals.
- B. Final Cleaning.
- C. Project Record Documents.
- D. Operation and Maintenance Data.
- E. Instruction of Owner's Personnel.
- F. Warranties.

**1.2 RELATED REQUIREMENTS:**

- A. Time of Final Payment: The Agreement.
- B. Completion; Waiver of Claims: General Conditions.
- C. Cleaning during construction - Section 01500.
- D. Roof system closeout submittals -074113.

**1.3 CLOSEOUT PROCEDURES:**

- A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the Work.
- B. When Contractor considers Work has reached final completion, submit written certification that:
  - 1. Contract Documents have been reviewed.
  - 2. Project has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract Documents.
  - 4. Project is completed, and ready for final inspection.
- C. Architect will make final inspection after receipt of certification.
- D. Should Architect consider Work finally complete in accordance with requirements of Contract Documents, he will request Contractor to make Contract Closeout submittals.
- E. Should Architect consider Work not finally complete:
  - 1. He will notify Contractor, in writing, stating reasons.
  - 2. Contractor shall take immediate steps to remedy the stated deficiencies, and send second written notice to Owner certifying that Work is complete.
  - 3. Architect will reinspect Work.
- F. Should Architect be required to perform further inspections of the Work than those noted above due to the failure of the Contractor to correct deficient work, Owner will compensate Architect for additional services, and deduct amount paid from final payment to Contractor.

**1.4 FINAL CLEANING:**

- A. Execute prior to final inspection.
- B. Clean roofs and drainage systems, and building interiors where alterations work was performed, free of foreign matter and debris.
- C. Remove foreign materials from sight-exposed exterior surfaces.

- D. Repair, patch and touch up marred surfaces to match adjacent finishes.
- E. Remove waste and surplus materials, rubbish, and construction facilities from the Project and from the site.
- F. Prior to final completion, or Owner occupancy, conduct an inspection of sight-exposed surfaces in work areas, to verify that entire Work is clean.

**1.5 CLOSEOUT SUBMITTALS:**

- A. Evidence of compliance with requirements of governing authorities.
- B. Manufacturer's Field Reports; Roof System Closeout Submittals to requirements of Section 074113.
- C. Project Record Documents: To requirements of this Section.
- D. Maintenance Data and Instructions to Owner's Personnel: To requirements of this Section.
- E. Warranties: To requirements of this Section.
- F. Evidence of Payment and Release of Liens: To requirements of General Conditions.
- G. Final Adjustment of Accounts: To requirements of this Section.

**1.6 WARRANTIES:**

- A. Provide duplicate copies. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
- B. Submit material prior to final request for payment.

**1.7 PROJECT RECORD DOCUMENTS:**

- A. Store documents apart from other documents used for construction.
- B. Label each document, "PROJECT RECORD" in two-inch-high printed letters.
- C. Keep Record Documents current with construction progress.
- D. Do not permanently conceal any work until required information is recorded.
- E. Contract Drawings: Legibly mark to record actual construction:
  - 1. Field changes of dimension and details.
  - 2. Changes made by Change Order or Field Order.
  - 3. Details not on original Contract Drawings.
- F. Specifications and Addenda: Legibly mark each section to record:
  - 1. Manufacturer, trade name, catalog number of each product and item of equipment actually installed, if different than that specified.
  - 2. Changes made by Change Order or Field Order.
- G. At Contract closeout, submit documents with transmittal letter containing date, Project title, Contractor's name and address, list of documents, and signature of Contractor.

**1.8 OPERATING AND MAINTENANCE DATA:**

- A. Provide data for maintenance of roofing system.
- B. Submit 2 copies in three-ring 8-1/2 x 11 in. binders with durable plastic covers.
- C. Supplier Directory: Suppliers and principal subcontractors, with name, address and telephone number of each.
- D. Roof Maintenance Data: Recommendations for inspections, maintenance and repair in accordance with 074113.

**1.9 INSTRUCTION OF OWNER'S PERSONNEL:**

- A. Fully instruct Owner's designated operating and maintenance personnel in proper

maintenance of systems.

- B. Schedule instructions at times agreed upon by Owner.
- C. Use operating and maintenance manual as basis of instruction.
- D. Review contents of manual with Owner's personnel in full detail to explain all aspects of maintenance.

**1.10 EVIDENCE OF PAYMENTS, AND RELEASE OF LIENS:**

- A. Contractor's Affidavit of Payment of Debts and Claims: AIA G706.
- B. Contractor's Affidavit of Release of Liens: AIA G706A, with:
  - 1. Consent of Surety to Final Payments: AIA G707.
  - 2. Contractor's release of waiver of liens.
  - 3. Separate releases of waivers or liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with list of those parties.
- C. Submittals shall be duly executed before delivery to Owner.

**1.11 FINAL ADJUSTMENT OF ACCOUNTS:**

- A. Submit final statement of accounting to Owner.
- B. Statement shall reflect all adjustments.
  - 1. Original Contract Sum.
  - 2. Additions and Deductions resulting from:
    - a. Previous Change Orders.
    - b. Deductions for uncorrected Work.
    - c. Deductions for Reinspection Payments.
  - 3. Total Contract Sum, as adjusted.
  - 4. Previous payments.
  - 5. Sum remaining due.
- C. Owner will prepare final Change Order, reflecting approved adjustments to Contract Sum not previously made by Change Orders.

**1.12 FINAL APPLICATION FOR PAYMENT:**

- A. Submit final application in accordance with requirements of General Conditions.

**End of Section**

**SECTION 07 41 13**  
**METAL ROOF PANELS**

**PART 1 - GENERAL**

**1.1 SECTION INCLUDES**

- A. Exposed fastener metal roof panels, with related metal trim and accessories.

**1.2 RELATED REQUIREMENTS**

- A. Sheet Metal Work – Section 07600  
B. Sealants – Section 07920

**1.3 REFERENCES**

- A. American Architectural Manufacturer's Association (AAMA): [www.aamanet.org](http://www.aamanet.org):
1. AAMA 621 - Voluntary Specifications for High Performance Organic Coatings on Coil Coated Architectural Hot Dipped Galvanized (HDG) & Zinc-Aluminum Coated Steel Substrates.
- B. **FM Global (FM)**: [www.fmglobal.com](http://www.fmglobal.com):
1. ANSI/FM 4471 - Approval Standard for Class 1 Panel Roofs.
- C. ASTM International (ASTM):
1. ASTM A653 – Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy- Coated (Galvannealed) by Hot-Dip Process.
  2. ASTM A755 – Specification for Steel Sheet, Metallic Coated by the Hot-Dip Process and Prepainted by the Coil –Coating Process for Exterior Exposed Building Products.
- D. Underwriters Laboratories, Inc. (UL)
1. UL 580 – Testing for uplift resistance of roof assemblies.

**1.4 QUALITY ASSURANCE**

- A. Manufacturer/Source: Provide metal roof panel assembly and accessories from a single manufacturer providing fixed-base roll forming, and accredited under IAS AC 472 Part B.

- B. Manufacturer Qualifications: Approved manufacturer listed in this Section with minimum five years experience in manufacture of similar products in successful use in similar applications.
- C. Installer Qualifications: Experienced Installer with minimum of five years experience with successfully completed projects of a similar nature and scope.
  - 1. Installer's Field Supervisor: Experienced mechanic, able to communicate with Owner, Architect, and installers, supervising work on site whenever work is underway.

## 1.5 SUBMITTALS

- A. Product Data: Manufacturer's data sheets for specified products.
- B. Shop Drawings: Show layouts of metal panels. Include details of each condition of installation, panel profiles, and attachment to building. Provide details at a minimum scale 1-1/2-inch per foot of edge conditions, joints, fastener and sealant placement, flashings and special details.
  - 1. Indicate points of supporting structure that must coordinate with metal panel system installation.
  - 2. Include data indicating compliance with performance requirements.
  - 3. Include structural data indicating compliance with requirements of authorities having jurisdiction.
- C. Samples for Initial Selection: Provide representative color charts of manufacturer's full range of colors.
- D. Qualification Information: For Installer firm and Installer's field supervisor.
- E. Manufacturer's Warranty: Sample copy of manufacturer's standard warranty.

## 1.6 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Manufacturer's Warranties: Executed copy of manufacturer's standard warranty.

## 1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect products of metal panel system during shipping, handling, and storage to prevent staining, denting, deterioration of components or other damage. Protect panels and trim bundles during shipping.
  - 1. Deliver, unload, store, and erect metal panel system and accessory items without misshaping panels or exposing panels to surface damage from weather or construction operations.
  - 2. Store in accordance with Manufacturer's written instructions. Provide wood collars for stacking and handling in the field.

## 1.8 COORDINATION

- A. Coordinate roof-mounted equipment and roof penetrations.

## 1.9 WARRANTY

- A. Special Manufacturer's Warranty: On manufacturer's standard form, in which manufacturer agrees to repair or replace metal panel assemblies that fail within one year from date of Substantial Completion.
- B. Special Panel Finish Warranty: On Manufacturer's standard form, in which Manufacturer agrees to repair or replace metal panels that evidence deterioration of factory-applied finish within 20 years from date of Substantial Completion, including:

## PART 2 - PRODUCTS

### 2.1 MANUFACTURER

- A. Basis of Design Manufacturer: **MBCI Metal Roof and Wall Systems, Division of NCI Group, Inc.**; Houston TX. Tel: (877)713-6224; Email: [info@mbc.com](mailto:info@mbc.com); Web: [www.mbc.com](http://www.mbc.com).
  - 1. Provide basis of design product, or comparable product approved by Architect prior to bid.

### 2.2 PERFORMANCE REQUIREMENTS

- A. General: Provide metal roof panel system meeting performance requirements as determined by application of specified tests by a qualified testing facility on manufacturer's standard assemblies.
- B. Thermal Movements: Allow for thermal movements from variations in both ambient and internal temperatures. Accommodate movement of support structure caused by thermal expansion and contraction. Allow for deflection and design for thermal stresses caused by temperature differences from one side of the panel to the other.
- C. Wind Uplift Resistance: Comply with UL 580 for wind-uplift class UL-90.
- D. FM Approvals Listing: Comply with FM Approvals 4471 as part of a panel roofing system, and that are listed in FM Approvals' "RoofNav" for Class 1 construction. Identify materials with FM Approvals markings.
  - 1. Fire/Windstorm Classification: [Class 1A-60] [Class 1A-90] [Class 1A-165].
  - 2. Hail Resistance Rating: 1-SH.

### 2.3 METAL PANEL MATERIALS

- A. Aluminum-Zinc Alloy-Coated Steel Sheet: ASTM A 792/A 792M, structural quality, Grade 50, Coating Class AZ50 (Grade 340, Coating Class AZM150), prepainted by the coil-coating process per ASTM A 755/A 755M.

## 2.4 METAL ROOF PANELS

- A. Large Tapered-Rib-Profile, Exposed Fastener Metal Roof Panels: Structural metal roof panel consisting of formed metal sheet with trapezoidal major ribs with intermediate stiffening ribs symmetrically placed between major ribs, installed by lapping edges of adjacent panels.
1. Basis of Design: MBCI, PBR Panel, [www.mbc.com/pbr.html](http://www.mbc.com/pbr.html).
  2. Coverage Width: 36 inches (914 mm).
  3. Major Rib Spacing: 12 inches (305 mm) on center.
  4. Rib Height: 1-1/4 inch (31.8 mm).
  5. Nominal Coated Thickness: 0.028 inch.24 gage (0.71mm).
  6. Panel Surface: Smooth.
  7. Exterior Finish: Fluoropolymer two-coat system.
  8. Color: As selected by Architect from manufacturer's standard colors.

## 2.5 METAL ROOF PANEL ACCESSORIES

- A. General: Provide complete metal roof panel assembly Provide required fasteners, closure strips, support plates, and sealants as indicated in manufacturer's written instructions.
- B. Panel Fasteners: Self-tapping screws and other acceptable fasteners recommended by roof panel manufacturer.
1. Exposed Fasteners: Long life fasteners with EPDM or neoprene gaskets, with heads matching color of metal panels by means of factory-applied coating.
- C. Joint Sealers: Manufacturer's standard or recommended liquid and preformed sealers and tapes, and as follows:
1. Tape Sealers: Manufacturer's standard non-curing butyl tape, AAMA 809.2.
  2. Concealed Joint Sealant: Non-curing butyl, AAMA 809.2.
  3. Exposed Joint Sealant: Silicone, single component, ASTM C 920.

## 2.6 FABRICATION

- A. General: Provide factory fabricated and finished metal panels and accessories meeting performance requirements, indicated profiles, and structural requirements.
- B. Panel Lengths: Form panels in continuous lengths for full length of detailed runs, except where otherwise indicated on approved shop drawings.

## 2.7 FINISHES

- A. Finishes, General: Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.
- B. Fluoropolymer Two-Coat System: 0.2 – 0.3 mil primer with 0.7 - 0.8 mil 70 percent PVDF fluoropolymer color coat, AAMA 621.

1. Basis of Design: MBCI, Signature 300.
- C. Interior Finish: 0.5 mil total dry film thickness consisting of primer coat and wash coat of manufacturer's standard light-colored acrylic or polyester backer finish.

### **PART 3 - EXECUTION**

#### **3.1 EXAMINATION**

- A. Examine metal panel system substrate and supports with Installer present. Inspect for erection tolerances and other conditions that would adversely affect installation of metal panel installation.
1. Inspect metal panel support substrate, confirm presence of acceptable supports at recommended spacing to match installation requirements of metal panels.
  2. Panel Support Tolerances: Confirm that panel supports are within tolerances acceptable to metal panel system manufacturer but not greater than the following:
    - a. 1/4 inch (6 mm) in 20 foot (6.1 m) in any direction.
    - b. 3/8 inch (9 mm) over any single roof plane.
- B. Notify Architect of any existing out-of-tolerance work and other deficient conditions prior to proceeding with metal roof panel system installation.

#### **3.2 METAL PANEL INSTALLATION**

- A. Exposed Fastener Metal Roof Panels: Install weathertight metal panel system in accordance with manufacturer's written instructions, approved shop drawings, and project drawings. Install metal roof panels in orientation, sizes, and locations indicated, free of waves, warps, buckles, fastening stresses, and distortions. Anchor panels and other components securely in place. Provide for thermal and structural movement.
- B. Panel Sealants: Install manufacturer's recommended tape sealant at panel sidelaps and endlaps.
- C. Panel Fastening: Attach panels to supports using screws, fasteners, and sealants recommended by manufacturer and indicated on approved shop drawings.
1. Fasten metal panels to supports at each location indicated on approved shop drawings, with spacing and fasteners recommended by manufacturer.
  2. Dissimilar Materials: Where elements of metal panel system will come into contact with dissimilar materials, treat faces and edges in contact with dissimilar materials as recommended by manufacturer.

#### **3.3 ACCESSORY INSTALLATION**

- A. General: Reinstall salvaged metal panel trim using recommended fasteners and joint sealers, with positive anchorage to building, and with weather tight mounting. Coordinate installation with other components.

1. Set units true to line and level as indicated. Install work with laps, joints, and seams that will be permanently weather resistant.
- B. Joint Sealers: Install joint sealers where indicated and where required for weathertight performance of metal panel assemblies, in accordance with manufacturer's written instructions.
1. Prepare joints and apply sealants per requirements of Division 07 Section "Joint Sealants."

### **3.4 CLEANING AND PROTECTION**

- A. Remove temporary protective films immediately in accordance with metal roof panel manufacturer's instructions. Clean finished surfaces as recommended by metal roof panel manufacturer.
- B. Replace damaged panels and accessories that cannot be repaired to the satisfaction of the Architect.

**END OF SECTION**

**SECTION 07590****MINOR ROOF RENOVATION WORK****PART 1 - GENERAL****1.01 SECTION INCLUDES:**

- A. Required minor demolition for reroofing work.
- B. Required minor renovation for reroofing work.

**1.02 RELATED SECTIONS:**

- A. Formed Metal Roof Panel - Section 07 41 13
- C. Roof Accessories - Section 07 92 00

**1.03 SUBMITTALS:**

- A. Procedures for Submittals: Section 01 34 00.
- B. Product Data: Submit manufacturer's product data sheets for each product.

**1.04 PROTECTIONS:**

- A. Prior to starting minor demolition operations, provide necessary protections as specified in Section 01 50 00.

**1.05 COORDINATION:**

- A. Sequence minor demolition and renovation with work sequence of reroofing work.
- B. Coordinate with reroofing work so that no more existing items are removed in one day than can be replaced along with new roofing work in same day.

**PART 2 - PRODUCTS****2.01 MATERIALS:**

- A. Vinyl faced fiberglass batt insulation.
- B. Sealant: As Specified in Section 07920
- C. Metal Paint:
  - 1. Exterior Metal Paint: PPG Alkyd Gloss Enamel, Interior-Exterior, 6 Series. Color to match existing color.

**PART 3 - EXECUTION****3.01 PREPARATION:**

- A. Verify that protective measures are in place.

**3.02 MINOR DEMOLITION OPERATIONS:**

- A. General:
  - 1. Comply with precautions and procedures specified in Section 01 15 00.
  - 2. Cut and remove materials as designated on Drawings.
  - 3. Execute demolition in a careful and orderly manner with least possible disturbance or damage to adjoining surfaces and structure.
  - 4. Avoid excessive vibrations in demolition procedures that would be transmitted through existing structure and finish materials.

**3.03 DISPOSAL:**

Wells Building Farm Museum  
Collin County Roof Replacement

07590 - 1

Minor Roof Renovation Work

- A. Materials, equipment and debris resulting from demolition operations shall become property of Contractor. Remove demolition debris in accordance with applicable City, State and Federal Laws.
- B. Legally dispose of demolition debris.

**3.04 MINOR RENOVATION WORK:**

- A. Vinyl faced fiberglass batt insulation: Install in framed openings below locations where fiberglass skylight panels were previously located.
- B. Provide Thermal Block Spacers at all purlins to prevent thermal bridging. Use product equal to 'Sealed n safe thermal blocks.' (888-340-4767)
  - 1. R- value: 7.5; Compressive Strength: 45 PSI; Fire Rating: Class A; Wind uplift: ASTM E1592-05
- B. Renovation of Existing Guttering:
  - 1. Clean existing guttering to include removal of existing site exposed sealant.
  - 2. Install sealant at all joints in existing guttering.
- C. Painting of new Downspouts: Paint new downspouts as indicated on drawings.
- D. Metal Framing: Install USG metal studs, width detailed, channel type, roll-formed from 25 ga. galvanized steel, designed for screw attachment, ASTM C645. Install floor and ceiling runners at finish floor, and horizontal purlins: USG channel type metal runners, formed from 25 ga. galvanized steel, ASTM C645. Metal framing to be installed as required on all walls designated to receive OSB board per drawings.
  - 1. Install metal framing in accordance with ASTM C754 except as otherwise specified.
  - 2. Install members true to lines and levels to provide surface flatness with maximum variation of 1/8 in. in 10 ft. in any direction.
  - 3. Space studs at 16 in. o.c.
  - 4. Secure studs to runners with screws at door frames, partition intersections and corners.
  - 5. Install double studs within 2 in. of door frame jambs and anchor to jamb and head anchor clips of each frame by bolt or screw attachment.
  - 6. Install a cut-to-length section of runner over frames with flanges slit and web bent to allow flanges to overlap adjacent vertical studs, and screw-attach to adjacent studs.
  - 7. Position jack studs extending from door-frame header to ceiling runner over door frame.
- E. Oriented Strand Board: Install per drawings.
  - 1.

**END OF SECTION**

**SECTION 07600****SHEET METAL WORK****1 PART GENERAL****1.1 SECTION INCLUDES:**

- A. Shop or formed downspouts.

**1.2 RELATED SECTIONS:**

- A. Joint sealants - Section 07920.

**1.3 REFERENCES:**

- A. ASTM A446 - Steel Sheet, Zinc-Coated (Galvanized), Structural Quality.
- B. ASTM A525 - Steel Sheet, Zinc-Coated (Galvanized), General Requirements.
- C. ASTM A526 - Steel Sheet, Zinc-Coated (Galvanized), Commercial Quality.
- D. FS FF-S-325 - Shield Expansion; Nail, Expansion; and Nail, Drive-Screw.
- E. (SMACNA) - Architectural Sheet Metal Manual, Fifth Edition, 1993.

**1.4 SUBMITTALS:**

- A. Samples: Submit following samples:
  - 1. Two 4 in. sq. samples of prefinished sheet metal with selected color and finish.

**2 PART PRODUCTS****2.1 SHEET METAL MATERIAL:**

- A. Prefinished Sheet Metal: ASTM A446, Grade A or ASTM A526, coating designation G90, ASTM A525, 24 ga., prefinished on a continuous coil coating line with a fluoropolymer coating based on Kynar 500 resin, standard color selected by Architect.

**2.2 FASTENERS:**

- A. Screws: Self-tapping sheet metal type.
- B. Rivets: Cadmium plated material, type and size as recommended by sheet metal manufacturer.

**2.3 RELATED MATERIAL:**

- A. Sealant: Low modulus silicone sealant, Dow Corning 790, standard color as selected.

**2.4 FABRICATION - GENERAL:**

- A. Fabricate work in accordance with SMACNA Architectural Sheet Metal Manual and reviewed Shop Drawings.

**2.5 FABRICATED ITEMS:**

- A. Downspouts: Prefinished sheet steel, upper sections telescoped into lower sections 1-1/2 inch, and riveted.

**3 PART EXECUTION**

**3.1 EXAMINATION:**

- A. Do not start sheet metal work until conditions are satisfactory.

**3.2 INSTALLATION:**

- A. General:
  - 1. Install work watertight, without waves, warps, buckles, fastening stresses or distortion, allowing for expansion and contraction.
  - 2. Install fabricated sheet metal items in accordance with SMACNA Architectural Sheet Metal Manual.
- B. Downspouts: Install plumb and level, attached to wall with sheet metal straps to match existing straps on other downspouts. Install at locations where previous straps were installed.

**3.3 CLEANING:**

- A. Leave work clean and free of stains, scrap, and debris.

**End of Section**

**SECTION 07920****JOINT SEALANTS****1 PART GENERAL****1.1 SECTION INCLUDES:**

- A. New joint sealant as scheduled.

**1.2 RELATED SECTIONS:**

- A. Sheet metal work - Section 07600.

**1.3 REFERENCES:**

- A. ASTM C920 - Elastomeric Joint Sealants.

**1.4 SUBMITTALS:**

- A. Procedures for Submittals: Section 01340.
- B. Product Data: Manufacturer's product data sheets for each product.
- C. Samples: Manufacturer's standard color samples of sealant for Architect's selection of colors.

**1.5 DELIVERY, STORAGE AND HANDLING:**

- A. Deliver materials in unopened containers as packaged by manufacturer.  
Store in a manner to protect materials from weather.

**1.6 PROJECT CONDITIONS:**

- A. Comply with requirements of Section 07565.

**2 PART PRODUCTS****2.1 SILICONE BUILDING SEALANT:**

- A. Qualities: Single component, neutral cure, silicone rubber formulation with medium modulus, high elongation characteristics, capable of obtaining strong, durable bond strength and with  $\pm 50\%$  movement capability. Sealant shall be specially formulated to reduce or eliminate dirt pickup and substrate staining from plasticizer bleed.
  - 1. Hardness, Type A Durometer: 27, ASTM D2240.
  - 2. Tensile Strength: 295 psi, ASTM D412.
  - 3. Peel Strength, Unprimed Concrete: 39lb./100% cohesive failure, ASTM D903.
  - 4. Color: Manufacturer's standard color selected by Architect.
- B. Standard: ASTM C920, Type S, Class 50, Grade NS.
- C. Source: SilPruf NB, SCS9000 Silicone Sealant by GE Silicones.

**2.2 HIGH TEMP SILICONE BUILDING SEALANT:**

- A. SB- 188 – C High-Temp Silicone Sealant or equal
  - 1. Qualities: High/low temperature (-75 to +500F), high strength (350psi), quick curing (24 hours), non-flammable high solids sealant. Insulates electrically (550V/mil) and thermally. All-weather proof.

### 3 PART EXECUTION

#### 3.1 PREPARATION:

- A. Removing Existing Sealants:
  - 1. Cut-out and remove existing sealants.
  - 2. Exercise care not to damage existing adjacent surfaces.
  
- B. Cleaning Joint Surfaces:
  - 1. Clean joint surfaces free of dust, dirt, oil, grease, moisture and coatings.
  - 2. Clean joint surfaces free of existing sealant.
  - 3. Thoroughly wipe surfaces with a heavy solvent wash using toluene or xylene on clean, lint-free cloths.
  
- C. Priming: Prime joint substrate surfaces if recommended by sealant manufacturer. Apply specified primers in strict accordance with sealant manufacturer's written recommendations.

#### 3.2 APPLICATION:

- A. Sealant:
  - 1. Apply sealant within 8 hours after primer has dried.
  - 2. Apply sealant to joints using pressure gun with nozzle cut to fit joint width. Completely fill joint uniform and continuous, free of voids or gaps.

#### 3.3 CLEANING:

- A. Remove excess sealant and caulking materials from adjacent surfaces as work progresses. Use xylol or toluol solvent to remove sealant.
- B. Remove debris from site.

**End of Section**

# Roof Replacement For Wells Building 7117 County Road 166 Collin County, Texas

Issued For Construction 2-21-14

## Project Directory

Consultant: DryTec Moisture Protection Technology Consultants Inc.  
8750 N. Central Expressway, Suite 1730  
Dallas, Texas 75231  
voice 214.363.2192  
fax 214.363.2193

Owner: Collin County, Texas

## Index of Drawings

Cover Sheet

A1.0 Roof Plans  
A1.1 Floor Plan and Elevations  
A1.2 Details



Aerial

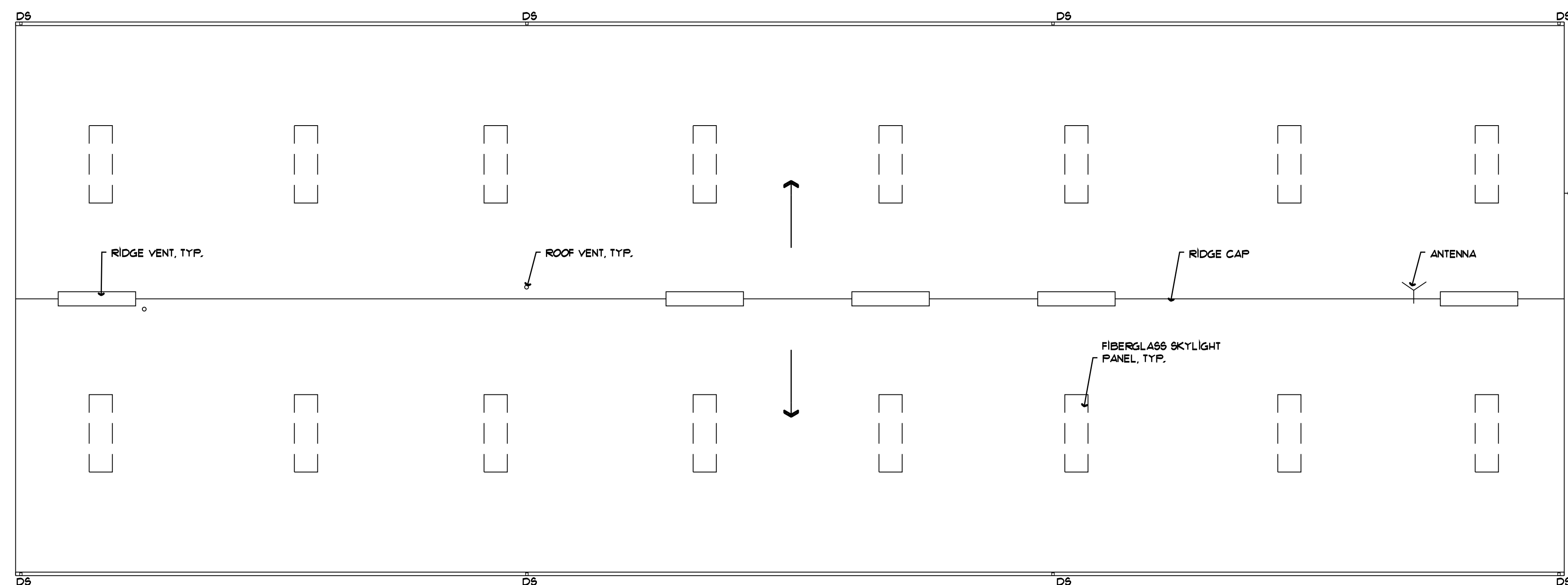
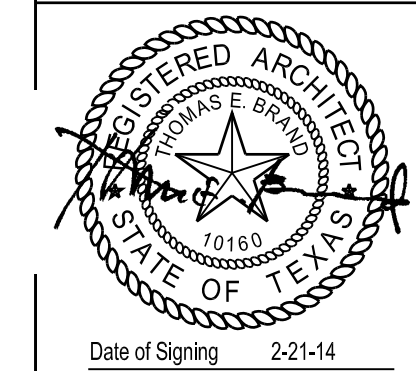
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**DryTec**

Moisture Protection  
Technology Consultants, Inc.

8750 N. Central Exprwy,  
Suite 1730 Dallas, Texas 75231  
Voice 214 363-2102  
Fax 214 363-2193



**01 Roof Demolition Plan**  
Scale: 3/32" = 1'-0"



**General Roof Demolition Notes:**

1. REMOVE EXISTING RIDGE VENTS. SALVAGE FOR REINSTALLATION.
2. REMOVE EXISTING GUTTER SUPPORT BRACKETS.
3. REMOVE RIDGE CAP FOR METAL ROOF PANELS.
4. REMOVE EXISTING SHEET METAL TRIM INSTALLED OVER METAL ROOF PANELS AT GABLE ENDS. SALVAGE FOR REINSTALLATION.
5. REMOVE EXISTING SHEET METAL ROOF VENTS.
6. DISCONNECT EXISTING CABLING AND REMOVE EXISTING ANTENNA. TURN OVER TO OWNER.
7. REMOVE EXISTING METAL ROOF PANELS AND FIBERGLASS SKYLIGHT PANELS.
8. PROVIDE POLE TO OPEN AND CLOSE THE DAMPERS OF THE EXISTING ROOF VENTS.

**Legend**

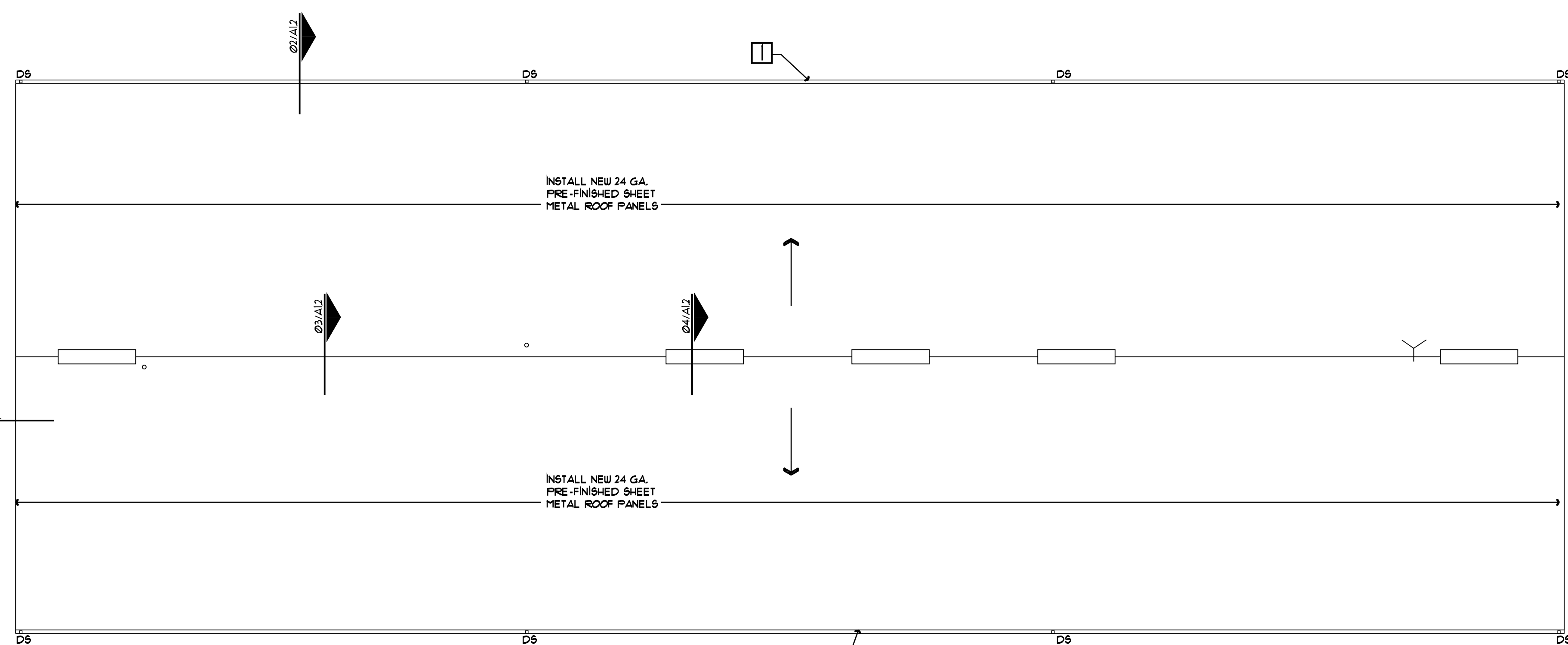
- D.S. DOWNSPOUT AT GUTTER
- INDICATES DIRECTION OF SLOPE
- ROOF VENT, REF DETAIL 04/A12
- RIDGE VENT, REF 05/A12
- ANTENNA SUPPORT, INSTALL FASTENERS WITH RUBBER WASHERS SET IN A BED OF SEALANT TO EXISTING ANTENNA SUPPORTS AFTER ALL FOREIGN SUBSTANCES HAVE BEEN REMOVED.

**General Roof Plan Notes**

1. INSTALL VINYL FACED FIBERGLASS ROOF INSULATION SIMILAR TO EXISTING AT LOCATIONS WHERE EXISTING SKYLIGHTS WERE REMOVED.
2. EXISTING VINYL FACED FIBERGLASS ROOF INSULATION TO REMAIN.
3. INSTALL PRECAST CONCRETE SPLASH BLOCKS BELOW DISCHARGE OF ALL EXISTING AND NEW DOWNSPOUTS WHERE NONE ARE CURRENTLY INSTALLED.

**Keyed Roof Construction Notes**

1. INSTALL NEW DOWNSPOUTS TO MATCH EXISTING (INCLUDING PAINT AS INSTALLED ON LOWER SECTIONS) WHERE PREVIOUS DOWNSPOUTS HAVE BEEN REMOVED.



**02 Roof Construction Plan**  
Scale: 3/32" = 1'-0"



**Wells Building Farm Museum**  
**Roofing and Interior Insulation**  
 for  
**Colin County, Tx**

Drawn By EPJ  
Checked By TEB

Revisions

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Sheet Title  
**ROOF PLANS**

Project Number 46-1038

CADD File

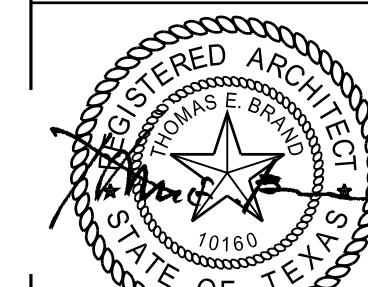
Date February 21, 2014

Sheet No. **A-10**  
2 of 3 Sheets

# DryTec

Moisture Protection  
Technology Consultants, Inc.

8750 N. Central Expwy.  
Suite 1730  
Dallas, Texas 75231  
Voice 214 363-2102  
Fax 214 363-2193



Date of Signing 2-21-14

Wells Building Farm Museum  
Roofing and Interior Insulation  
for  
Colin County, Tx

Drawn By EPJ  
Checked By TEB

Revisions

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Sheet Title  
PLANS/  
ELEVATIONS

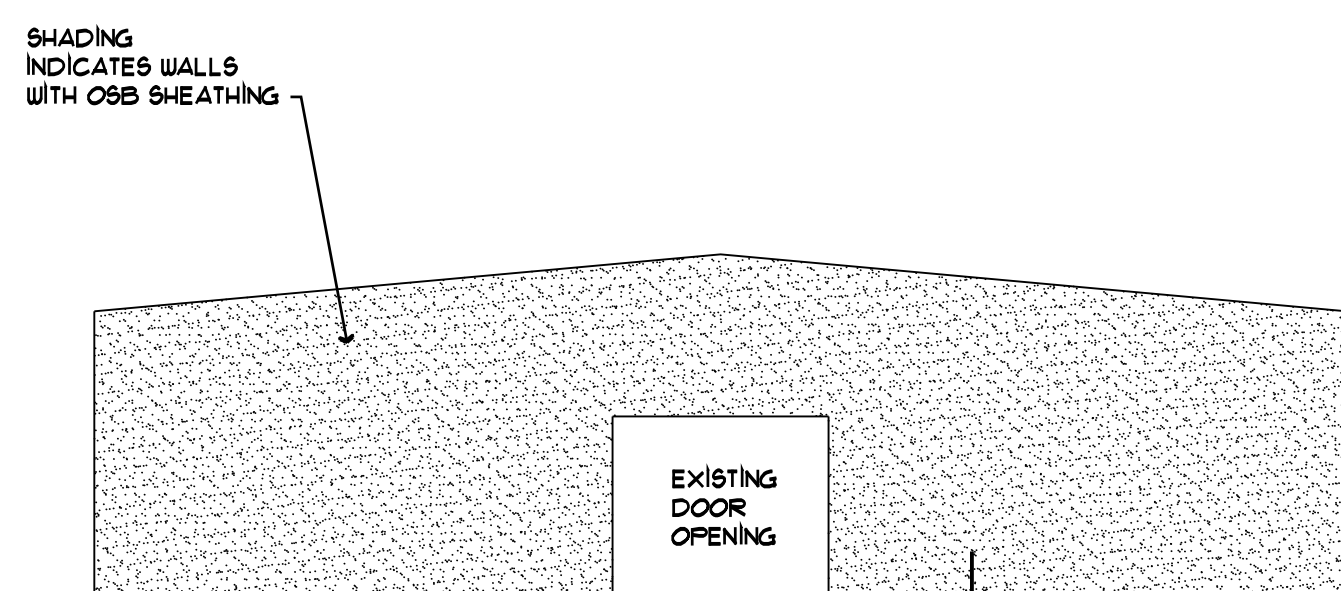
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CADD File

Date February 21, 2014

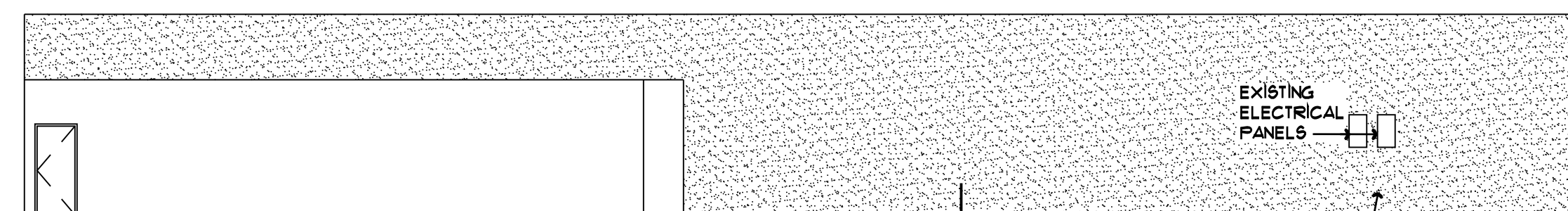
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1 of 3 Sheets



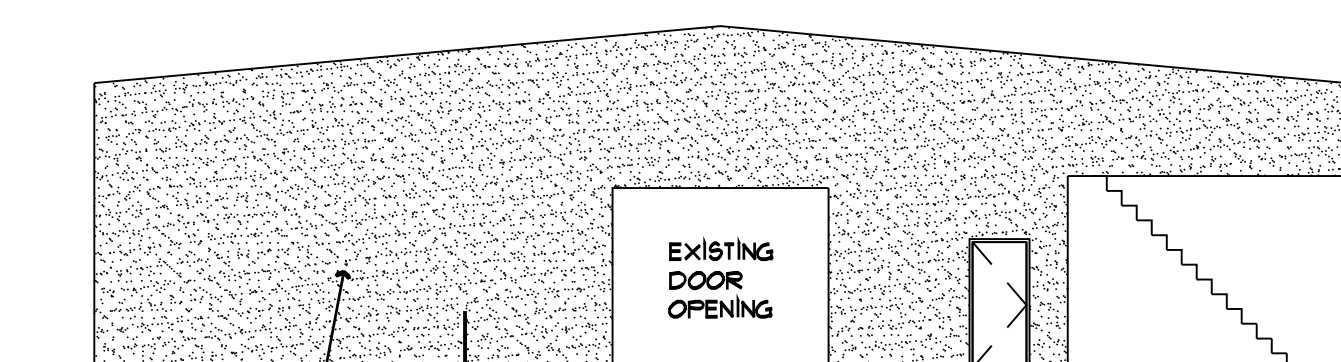
**05 West Interior Elevation**

Scale: 3/32" = 1'-0"



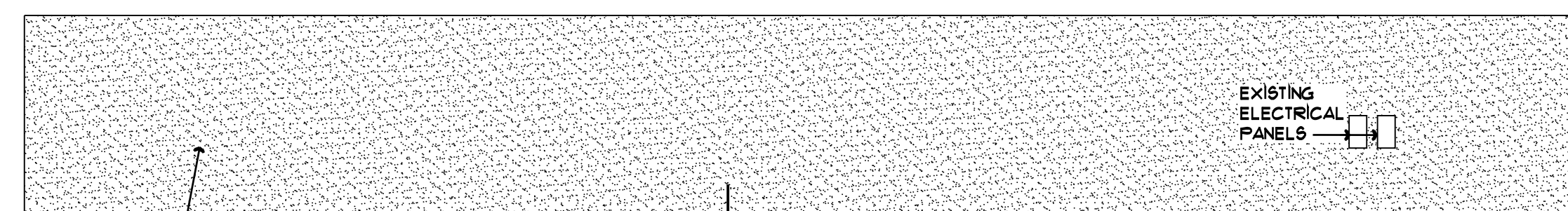
**04 South Interior Elevation**

Scale: 3/32" = 1'-0"



**03 East Interior Elevation**

Scale: 3/32" = 1'-0"

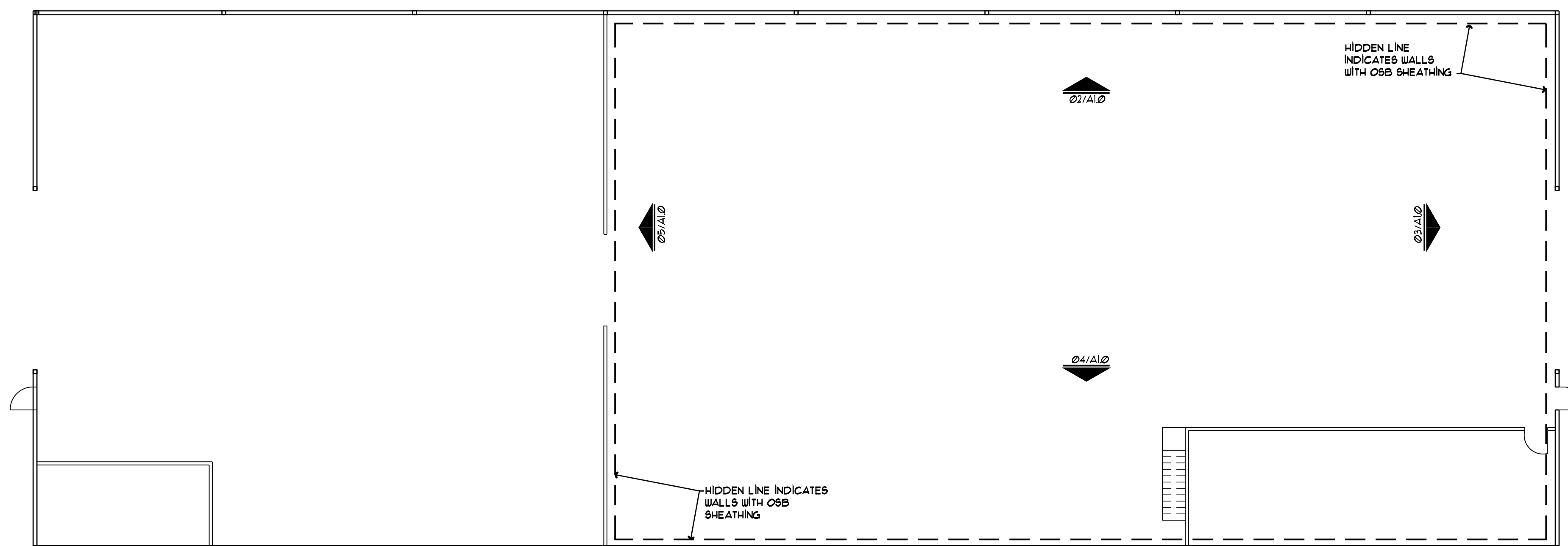


**02 North Interior Elevation**

Scale: 3/32" = 1'-0"

### General Roof Plan Notes

1. INSTALL SHEATHING AROUND EXISTING ELECTRICAL PANELS, CONDUIT, LIGHT SWITCHES, DOOR CONTROLLERS, ETC. CURRENTLY MOUNTED ON EXTERIOR WALLS.



**01 Floor Plan**

Scale: 3/32" = 1'-0"



NORTH

# DryTec

Moisture Protection  
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8750 N. Central Expwy.,  
Suite 1730 Dallas, Texas 75231  
Voice 214 363-2102  
Fax 214 363-2193



Date of Signing 2-21-14

Wells Building Farm Museum  
Roofing and Interior Insulation  
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Colin County, Tx

Drawn By EPJ  
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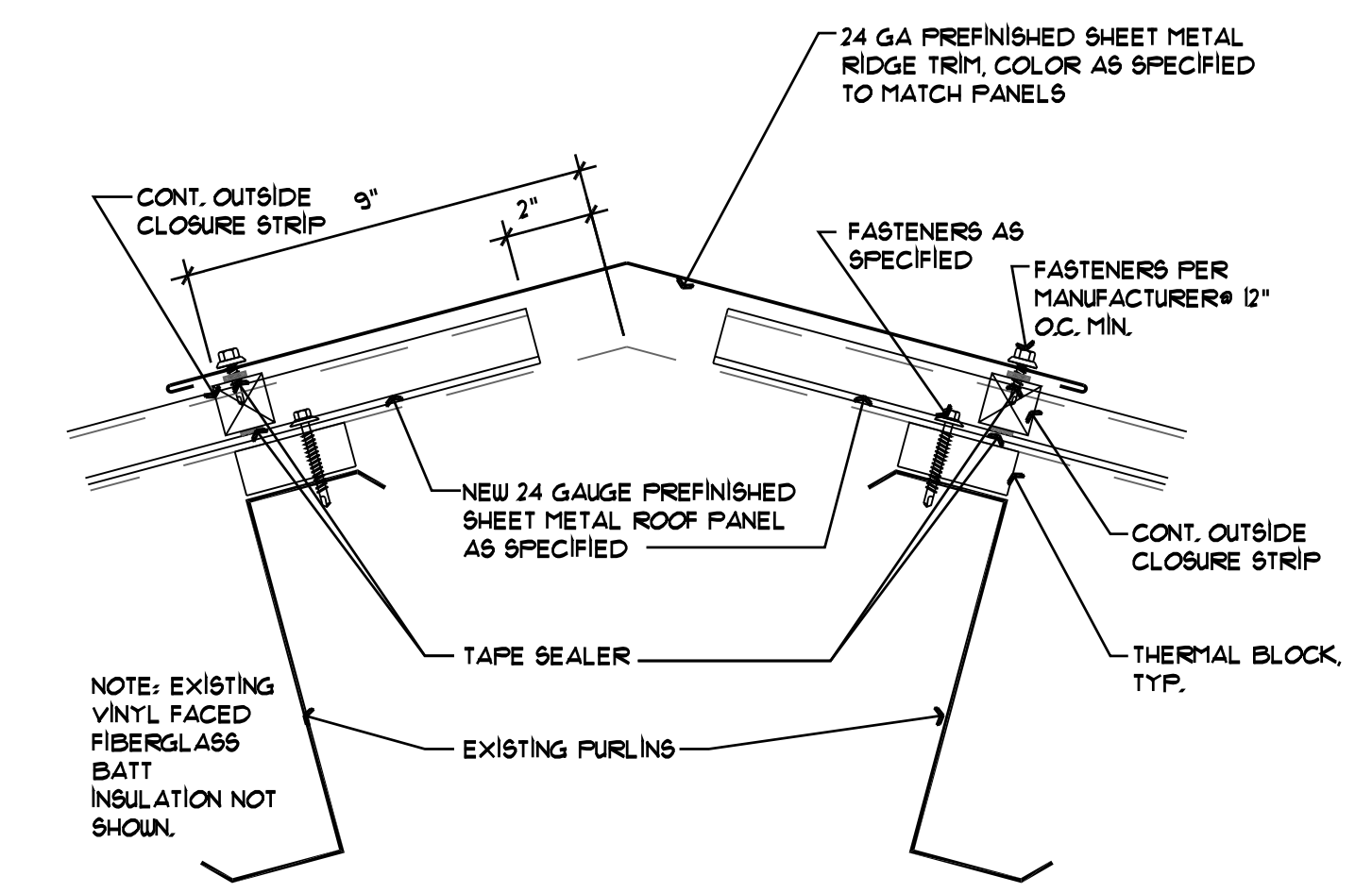
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ROOF DETAILS

Project Number 46-13038

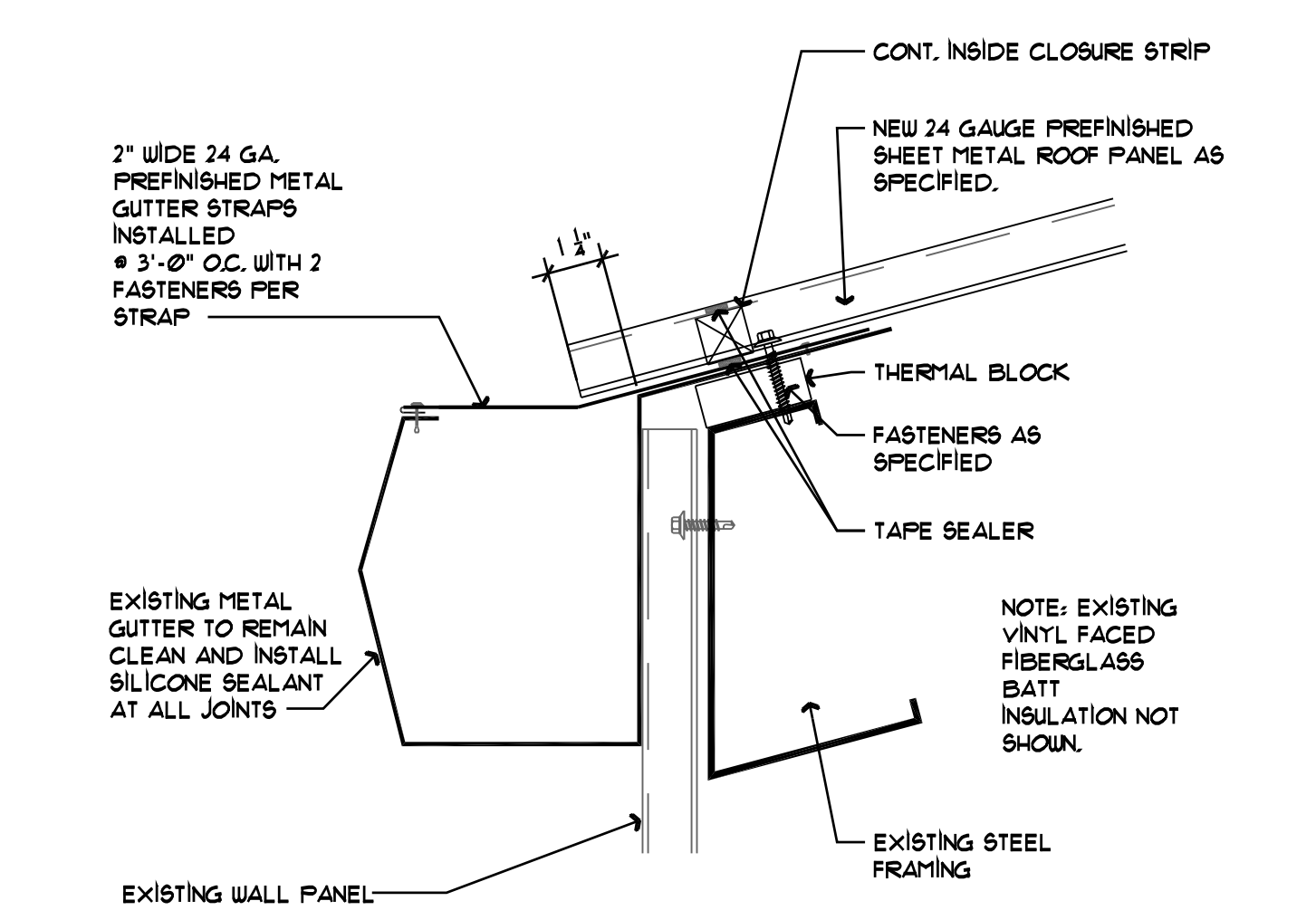
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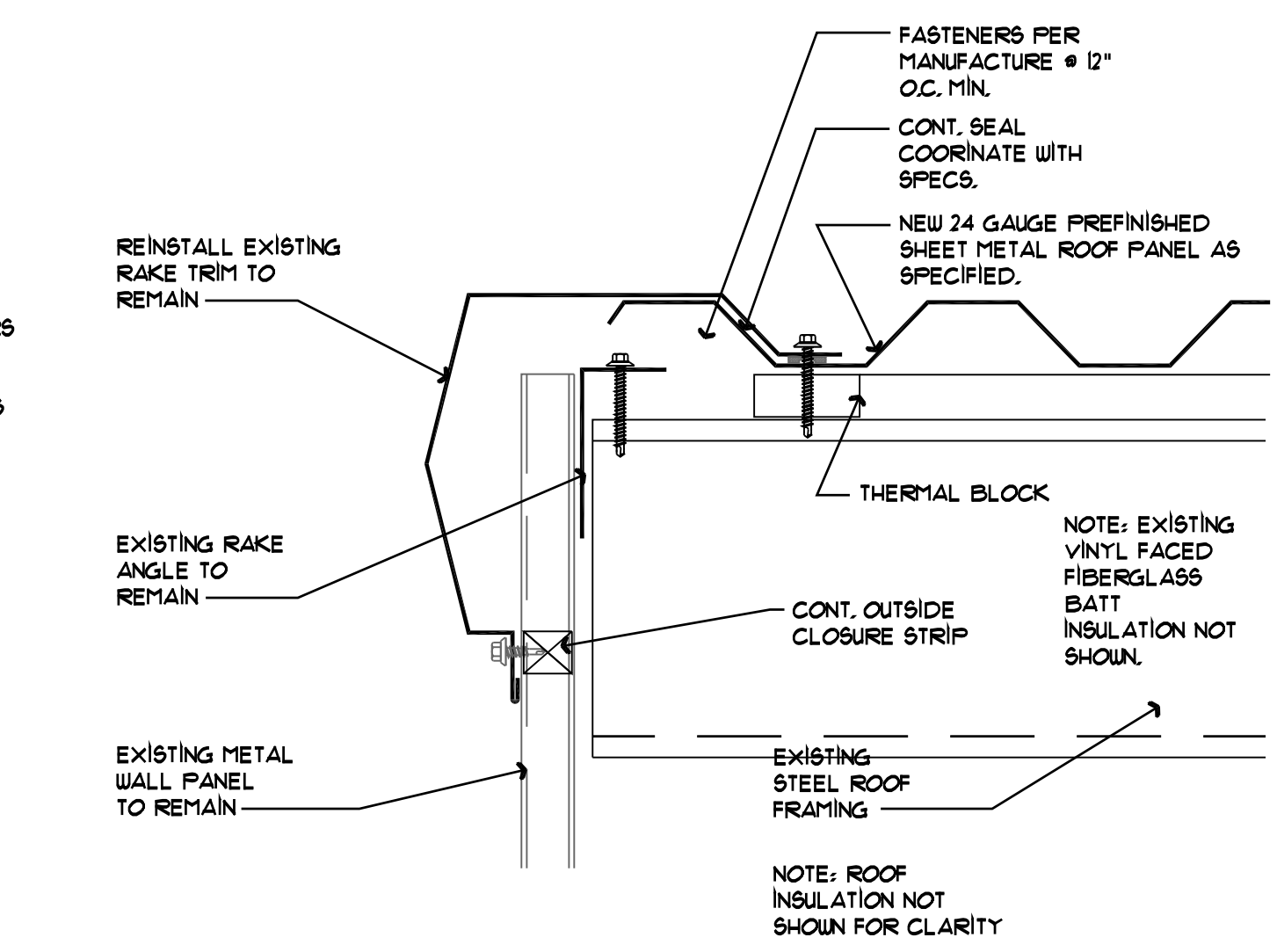
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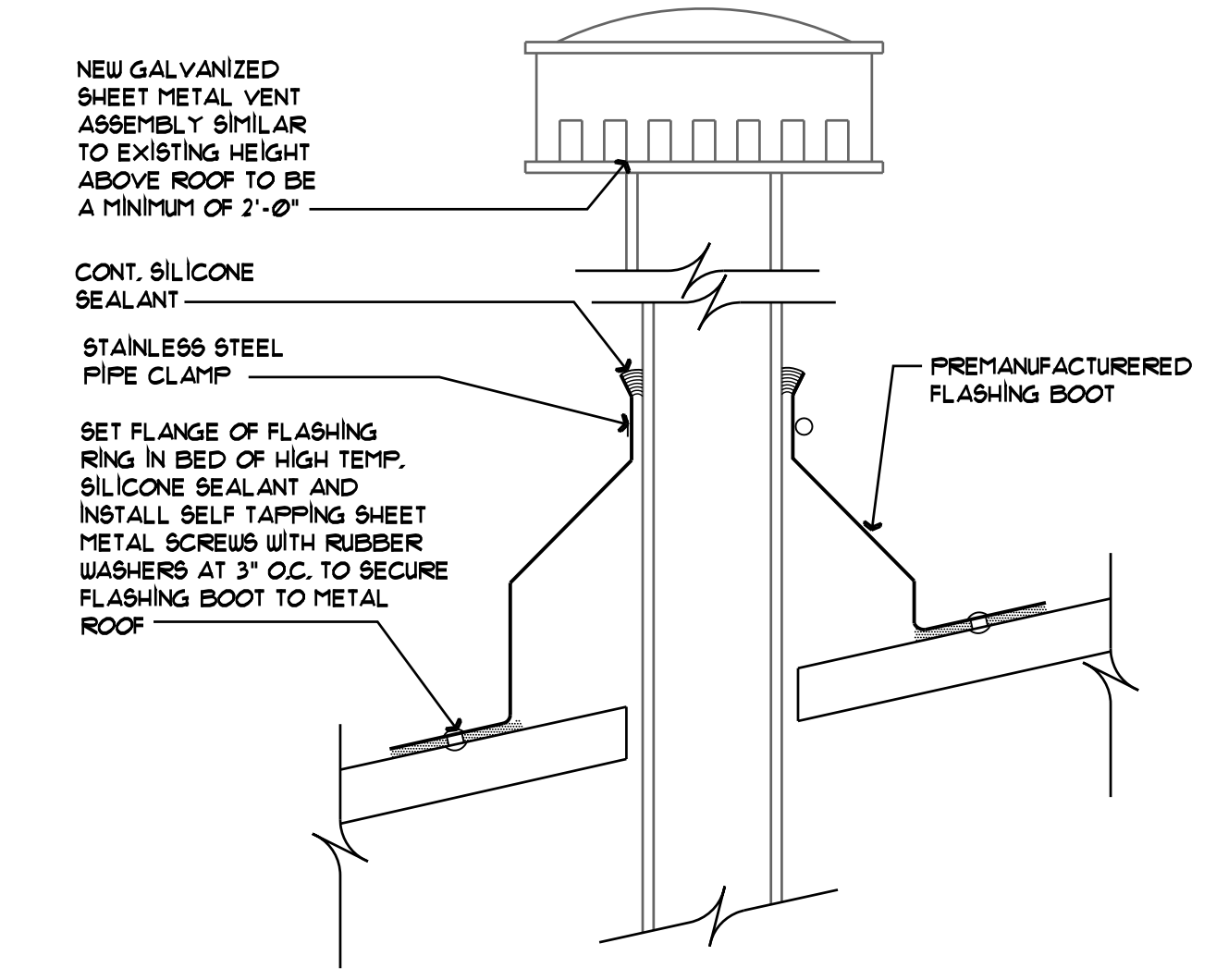
**03 Ridge Detail**  
Scale: 3" = 1'-0"



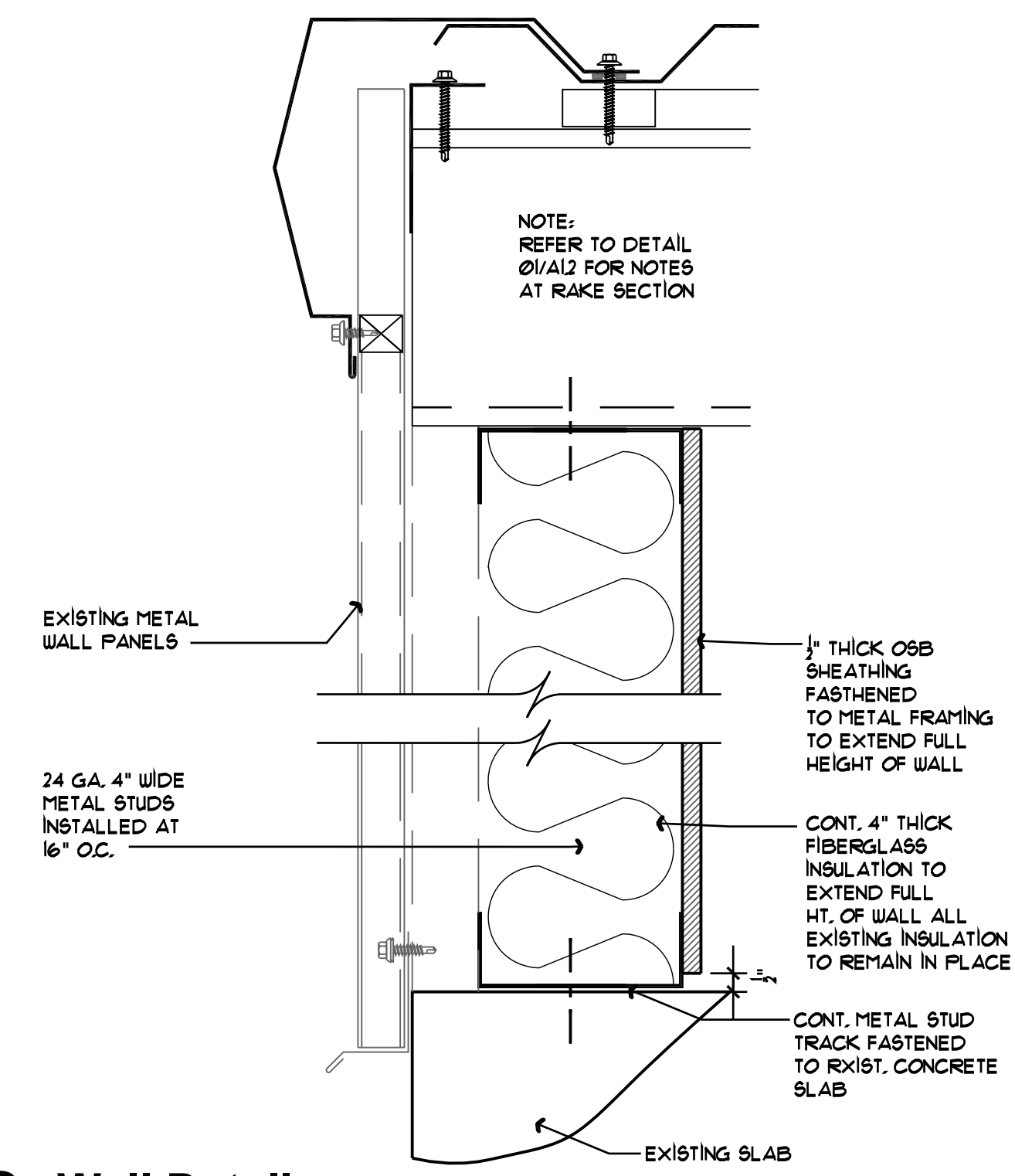
**02 Gutter Detail**  
Scale: 3" = 1'-0"



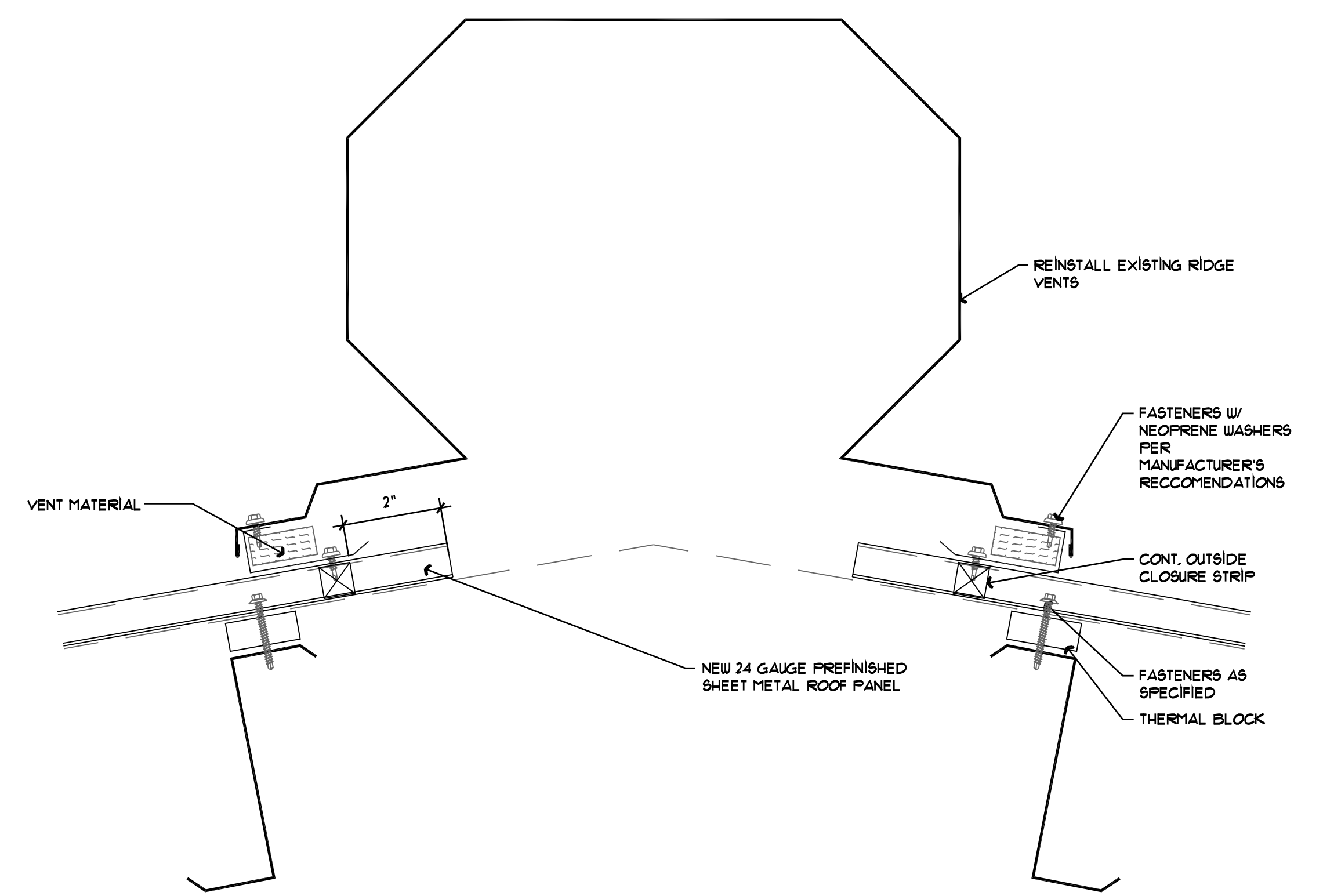
**01 Rake Detail**  
Scale: 3" = 1'-0"



**05 Type-B Gas Vent Flashing Detail**  
Scale: 3" = 1'-0"



**06 Wall Detail**  
Scale: 3" = 1'-0"



**04 Vent Detail**  
Scale: 3" = 1'-0"

AFFIDAVIT OF COMPLIANCE

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company

Title of Officer

Name of Officer

Date:

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <b>FORM CIQ</b> <b>For vendor or other person doing business with local governmental entity</b>	
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	<b>OFFICE USE ONLY</b>   Date Received
<b>1</b> Name of person doing business with local governmental entity.  <input style="width: 100%; height: 20px;" type="text"/>	
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)	
<b>3</b> Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.  <div style="border: 1px solid black; height: 100px; width: 100%; position: relative;"> <div style="position: absolute; right: 0; top: 0; bottom: 0; width: 20px; text-align: center; font-size: 10px;">5</div> <div style="position: absolute; right: 0; bottom: 0; width: 20px; text-align: center; font-size: 10px;">6</div> </div>	
<b>4</b> Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.  <div style="border: 1px solid black; height: 100px; width: 100%; position: relative;"> <div style="position: absolute; right: 0; top: 0; bottom: 0; width: 20px; text-align: center; font-size: 10px;">5</div> <div style="position: absolute; right: 0; bottom: 0; width: 20px; text-align: center; font-size: 10px;">6</div> </div>	

Adopted 11/02/2005

**FORM CIQ**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**Page 2**

**For vendor or other person doing business with local governmental entity**

5 **Name of local government officer with whom filer has affiliation or business relationship.  
(Complete this section only if the answer to A, B, or C is YES.**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  Yes  No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  
 Yes  No

D. Describe each affiliation or business relationship.

6

Signature of person doing business with the governmental entity Date

Adopted 11/02/2005

## Question and Answers for Bid #2014-172 - Roof Replacement for Wells Building Farm Museum

### OVERALL BID QUESTIONS

**There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.**