



Hays CISD

21003 IH 35
Kyle, Texas 78640
512-268-2141 ext. 45092



29 January 2019

BID #18-011904JO Roofing - Maintenance Facility

Opens 02-13-2019 @ 2:00 p.m.

Dear Prospective Vendor:

The purpose of this letter is to invite you to submit a Bid for the above-referenced items for Hays CISD. Specifications are attached.

If mailed, responses must be clearly marked with the above referenced BID number, opening date, and time. Responses must be received in the HCISD Purchasing Office, 21003 IH 35, and Kyle, TX 78640 by the above referenced date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.** Failure to respond to two requests for bids may result in removal from our vendor list for the commodity (ies) in this Bid. Vendors must complete the attached disclaimer statement giving full name and address, and disclaimer must bear the manually executed signature and title of the authorized agent.

No response may be withdrawn by the vendor for a period of sixty (60) days subsequent to the opening of responses without consent of the Board of Trustees, Hays CISD District. The Board of Trustees reserves the right to reject any and/or all bids, award contracts for individual items as may appear advantageous, and waive all formalities in the BID process.

Awards will be made to the lowest responsible Vendor considering price and quality of material and service. All items must be quoted **F.O.B. Destination**, Hays CISD, Kyle, Texas, freight prepaid, and **INSIDE** delivery should be made within 30 days after receipt of purchase order, unless otherwise noted in the response and approved by the HCISD Purchasing Office.

Thank you for your prompt attention to this matter.

Sincerely,

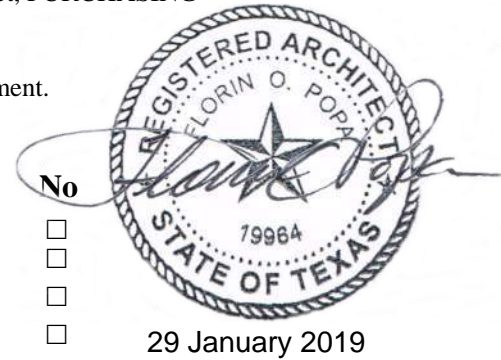
Jennifer Ornelas
Buyer

1. **SCOPE**

- 1.1. Hays Consolidated Independent School District (HCISD) requests bids for Waterproofing and General Roof Maintenance – Multiple Campuses.
- 1.2. HCISD will accept responses either by mail or hand carried until **2:00 p.m., February 13, 2019**. Bids received after the opening date and time will not be accepted and will be returned unopened to vendor. One (1) clearly defined original and One (1) clearly defined copy. Offers may be hand carried or mailed in a sealed envelope/package clearly marked with the offering company's name, return address, the Bid number and opening date and time, and addressed to: Hays Consolidated Independent School District, PURCHASING DEPARTMENT, Jennifer Ornelas, 21003 IH 35, Kyle, TX 78640.

2. **METHODS OF PROCUREMENT:** Bidder to indicate acceptable methods of procurement.

Method	Yes	No
Separate Purchase Orders	<input type="checkbox"/>	<input type="checkbox"/>
Blanket Purchase Orders	<input type="checkbox"/>	<input type="checkbox"/>
Procurement (Credit) Cards	<input type="checkbox"/>	<input type="checkbox"/>
District Check	<input type="checkbox"/>	<input type="checkbox"/>



3. **INDEMNIFICATION:** The contractor shall save and keep harmless and indemnify HCISD against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the Vendor.

4. **BOND REQUIREMENTS**

- 4.1. Performance bond in the amount of the contract is required in the event that the contract is in excess of \$100,000.
- 4.2. Payment bond in the amount of the contract is required in the event that the contract is in excess of \$25,000.

5. **TERMINATION**

- 5.1. **FOR DEFAULT:** The performance of work under the contract may be terminated by HCISD in accordance with this clause, in whole or in part, in writing, whenever HCISD shall have determined that the Vendor has failed to meet the performance requirements of the contract. HCISD has the right to terminate for default if the Vendor fails to make delivery of the goods or perform the work, or if the Vendor fails to perform the work within the time specified in the contract, or if the Vendor fails to perform any other provisions of the contract.
- 5.2. **FOR CONVENIENCE:** HCISD may terminate the contract at its convenience with thirty (30) day advance written notice to the Vendor. In the event of such a termination by HCISD, HCISD shall be liable for the payment of all approved work performed prior to the termination.
- 5.3. In the event of termination, HCISD reserves the right to re-award this contract to the next low responsive bidder.

6. **GENERAL TERMS AND CONDITIONS**

- 6.1. Inquiries and requests for information affecting the Bid must be in writing and shall be directed to Jennifer Ornelas, Buyer, via email (jennifer.ornelas@hayscisd.net). **To provide HCISD sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by February 9, 2019.** Contact with HCISD personnel other than Jennifer Ornelas or her designee regarding this solicitation may be reason for elimination from the selection process. Any prospective respondent detecting a conflict or ambiguity in the Bid should notify the Director of Purchasing, in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum. If HCISD believes that clarification is necessary or proper, a clarifying addendum will be distributed to all prospective vendors. HCISD will not be bound by any oral or other informal explanation of the requirements of the Bid documents.

- 6.2. Provide detailed explanations of any variances or exceptions the respondent has with any requirement or term specified in this Bid and thoroughly explain any alternate service offered.
- 6.3. HCISD is not responsible for any costs incurred by the Vendor for the preparation or distribution of the Bid.
- 6.4. Bidders or other authorized representatives are expected to fully inform themselves as to all conditions, requirements, and specifications before submitting offers. Failure to do so will be at the respondent's own risk.
- 6.5. **PROPRIETARY INFORMATION:** Proprietary information if any submitted to HCISD in response to this Bid should be identified as such. Any information identified as proprietary will be handled in accordance with the provisions of the Texas Open Records Public Information Act as it applies to such information.
- 6.6. **Assignment:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of HCISD.
- 6.7. **Disclosure of Criminal Histories:** Pursuant to Texas Education Code Section 22.083, as passed during the 80th(R) Texas Legislative Session as Senate Bill No. 9, individuals that come in contact with students shall be fingerprinted and the person's national criminal history record information researched to determine the individual's criminal history. "National criminal history record information" means criminal history record information obtained from the Texas Department of Education under Subchapter F, Chapter 411, of the Texas Government Code (TGC), and from the Federal Bureau of Investigation under Section 411.087, TGC.
- 6.8. Prior to commencement of any work under this Contract, the Contractor shall provide HCISD with a list of all Contractor employees and subcontractor employees who have been arrested for, convicted of, or received deferred adjudication for any criminal conduct, except misdemeanor traffic violations. The Contractor shall ensure that no worker with a criminal history performs work for the District without first notifying the District. HCISD reserves the right of first refusal to prohibit such persons from entering District premises.
 - 6.8.1. **Criminal Background Checks:** The Contractor acknowledges and agrees that the HCISD reserves the right to subject all persons entering District premises to background screening checks prior to granting access to areas frequented by students. Background checks may require surrendering a driver's license or submitting fingerprints for inspection. If any of the Contractor's employees, representatives or subcontractors refuse to submit to a background check, or if a background check reveals a criminal history, such persons may be refused access to District premises; however such refusal shall not relieve the Contractor of its obligations as specified in this Contract.
- 6.9. **Requirements of Texas Senate Bill 9:** Any company that contracts with school districts or charters may be subject to the requirements of Senate Bill 9 as codified in Texas Education Code §22.0834, a copy of which is included as **Attachment A** of this solicitation.
- 6.10. **Subcontract Agreements:** If subcontractors are utilized by the Contractor, each subcontract agreement must preserve and protect the rights of HCISD with respect to the terms and conditions of this Contract.
- 6.11. The District reserves the right to award the contract to one (1) single Vendor or Multiple Vendors.
- 6.12. Invoices: In order to receive payment for goods or services furnished to HCISD, invoices for each purchase order must be submitted to the HCISD Business Office, Attn: Accounts Payable, at 21003 IH 35, Kyle, TX 78640.
 - 6.12.1. All invoices must clearly indicate the following information:
 - originating purchase order number
 - complete description of goods or services furnished, including unit prices, extended prices and quantities delivered
 - project name
 - date of issuance
 - delivery destination
 - all applicable prompt payment discount terms

- 6.12.2. HCISD may require individual invoices per campus to facilitate ease in the payment process.
- 6.13. The Contractor shall not bill more than one purchase order on a single invoice. The purpose of this requirement is to reduce the administrative burden associated with verifying charges and remitting invoices. Failure to comply with these requirements may result in delayed payments.
- 6.14. Payment terms: HCISD will make payment on a Net 30-day basis. The payment term shall begin on the date the deliverables are inspected, delivered and accepted by HCISD, or on the date a correct invoice is received by HCISD, whichever is later. Bidders are welcome to quote a discount for early payment; however, prompt payment discounts will not be considered as an evaluation criterion. Prompt payment discounts shall be considered earned if payment is postmarked or personally delivered within the prescribed term.
- 6.15. Pricing when using P Card must be the same as pricing when using a Purchase Order. Hays CISD will not pay a charge for using the credit card.
- 6.16. Hays CISD is not liable for orders accepted without a purchase order.
- 6.17. Form 1295 Certificate of Interested Parties must be completed by the awarded vendor prior to receiving the Purchase Order and delivering goods and/or services.

7. CERTIFICATION

By my signature below, I certify that this offer meets or exceeds the specifications of this Bid.

AUTHORIZED SIGNATURE _____ **DATE** _____

PRINTED NAME _____ **TITLE** _____

ATTACHMENT A

Texas Education Code §22.0834.

Criminal History Record Information Review of Certain Contract Employees.

- (a) This subsection applies to a person who is not an applicant for or holder of a certificate under Subchapter B, Chapter 21, and who on or after January 1, 2008, is offered employment by an entity that contracts with a school district, open-enrollment charter school, or shared services arrangement to provide services, if:
 - (1) the employee or applicant has or will have continuing duties related to the contracted services; and
 - (2) the employee or applicant has or will have direct contact with students.
- (b) A person to whom Subsection (a) applies must submit to a national criminal history record information review under this section before being employed or serving in a capacity described by that subsection.
- (c) Before or immediately after employing or securing the services of a person to whom Subsection (a) applies, the entity contracting with a school district, open-enrollment charter school, or shared services arrangement shall send or ensure that the person sends to the department information that is required by the department for obtaining national criminal history record information, which may include fingerprints and photographs. The department shall obtain the person's national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

SECTION 00 10 00 – SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

PROJECT: Hays CISD, Maintenance Facility, 155 Beacon Hill Rd., Buda, Texas. The installation of a PVC roof assembly on the Carpentry Shop, Transportation Maintenance Bus Shop and Grounds Storage Building. Alternate items to install a TPO roof assembly on the Carpentry Shop, Transportation Maintenance Bus Shop and Grounds Storage Building.

1. **Receipt and Opening of Bids:**

The Owner invites bids on the form indicated in Section 003000 for the above referenced project:

on or before February 13, 2019 at 2:00 pm. The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all proposals. All spaces on the Bid form must be completed and all bid items must have a quantitative response to be considered. Any proposal may be withdrawn prior to the scheduled time for the opening of the bids or authorized postponement thereof. Any bid received after the date and time specified may not be considered. No bidder may withdraw a proposal within NINETY (90) days after the actual date of opening thereof.

2. **Preparation of Proposal:**

Each proposal must be submitted on the prescribed form. All blank spaces for proposal prices must be filled in, in ink or typewritten, in both words and figures. Each proposal must be submitted in a sealed envelope addressed to the Owner and designated "Proposal," bearing on the outside the name of the bidder, his/her address, the name of the project for which the proposal is submitted and the date of the opening. If forwarded by mail, the sealed envelope must be enclosed in another envelope addressed to the Owner at the designated location for the opening of the proposals.

3. **Telegraphic Modification:**

No telegraphic modifications will be permitted.

4. **Method of Bidding: The Owner invites the following proposal(s):**

BASE BID ITEM # 1: Retrofit the existing roofing on the Carpentry Building at the Beacon Hill Maintenance Facility with a fully adhered PVC single ply roof assembly as described in the specifications and shown on the drawings.

ALTERNATE BID ITEM # 1: Retrofit the existing roofing on the Carpentry Building at the Beacon Hill Maintenance Facility with a fully adhered TPO single ply roof assembly as described in the specifications and shown on the drawings.

BASE BID ITEM # 2: Retrofit the existing roofing on the Transportation Maintenance Bus Shop at the Beacon Hill Maintenance Facility with a fully adhered PVC single ply roof assembly as described in the specifications and shown on the drawings.

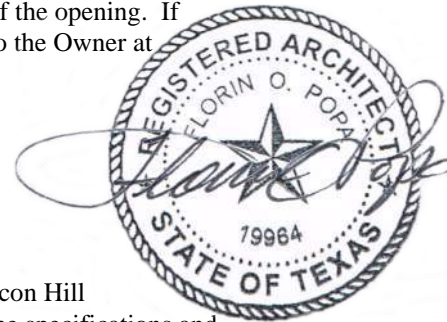
ALTERNATE BID ITEM # 2: Retrofit the existing roofing on the Transportation Maintenance Bus Shop at the Beacon Hill Maintenance Facility with a fully adhered TPO single ply roof assembly as described in the specifications and shown on the drawings.

BASE BID ITEM # 3: Retrofit the existing roofing on the Grounds Storage Building at the Beacon Hill Maintenance Facility with a PVC single ply roof assembly as described in the specifications and shown on the drawings.

ALTERNATE BID ITEM # 3: Retrofit the existing roofing on the Grounds Storage Building at the Beacon Hill Maintenance Facility with a TPO single ply roof assembly as described in the specifications and shown on the drawings.

5. **Qualifications of Bidder:**

The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder To perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.



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6. Time of Completion:

Time of completion of this contract is of importance to the Owner and may be considered in the award of the Contract. The Contractor shall state on his proposal the number of calendar days he will require to complete the project in its entirety. Payments on the contract will be made as provided in the Contract. No payment will be made on the Contract after 30 days prior to the completion date set by the Contractor, until there is an extended unforeseen delay, over which the Contractor has no control, such as severe or unseasonable weather, it shall be the Contractor's responsibility to request any extensions in time within the above time limit shall void any possible extension of the Contract time of completion. The Owner will be judge as to whether a time extension is to be granted and so notify the Contractor.

Liquidated Damages shall be assessed by the Contractor at the rate of FOUR HUNDRED FIFTY DOLLARS (\$450.00) per calendar day that actual substantial completion exceeds the contract completion date, including rain/weather days.

7. Conditions of Work:

Each bidder must inform himself fully of the condition relating to the construction of the project and the employment of labor therein. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Dimensions shown in drawings are for reference only and actual dimensions are the responsibility of the bidding contractor.

8. Addenda and Interpretations:

No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specification which, if issued, will be emailed to all prospective bidders not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

9. Laws and Regulations:

The bidder's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities have jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

10. Method of Evaluation:

The combination of "Best Value" and the monetary basis used for evaluating the bids will be the lowest total, including the bid item(s) chosen by the Owner, or bid items that the Owner might elect to choose. Time of completion of this project may be considered in the award of this contract.

11. Obligation of Bidder:

At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve the bidder from any obligation in respect to this bid.

12. Failure of Timely Order:

The contractor is responsible for assuring the timely order of all materials specified. If a specified material, or color of material cannot be delivered by the contract completion date due to failure to order the material in a timely manner, the contractor will be responsible for supplying an equal or better material. The Owner will be the sole determinant of the approved substitute material. The contractor will also be charged an amount equal to 5% of the value of the specified material. This amount will be credited to the Owner through a change order to the contract. The word "material," as used in this section, includes all items specified in the specifications or shown on the drawings.

13. Sub-bid Time Limit:

So that Contractors may have an adequate opportunity to evaluate sub-bids, it is recommended that the "Time Limit Plan" be honored; sub and materials bids must have been submitted to Contractors four (4) hours prior to the time set for bid opening.

14. **Pre-Bid Conference:**
A Pre-Bid Conference will be held on **Thursday, February 7, 2019 at 9:00 AM** and will be held at the Hays CISD Central Administration Building, 21003 IH 35, Kyle, Texas. Job site inspections will follow at each facility. Please allow at least 2 hours for this pre-bid meeting. Access to the facility following the pre-bid will be limited and will require coordination with the Hays CISD maintenance department. Additional visits will require a maintenance department staff member to escort those wanting to revisit the site. This will be available on a very limited basis if at all.
15. **Partial Payment for Materials:**
Ninety percent (90%) of cost of materials delivered to the site will be paid if the materials are in good condition and properly stored and protected. Payment will be made only if a notarized copy of actual materials invoice is submitted with the Contractor's payment request.
16. **Hazardous Materials:**
Do not bid or provide or install hazardous materials or products containing asbestos, polychlorinated biphenyl (PCB), lead in water piping, etc.

Contractor shall submit with other required job submittals, a letter certifying that all materials used on this project do not contain asbestos.
17. **Pre-Construction Conference:**
A pre-construction conference will be held within two weeks after "notice to proceed" has been issued and prior to beginning any work on the project(s). After full execution of the contract, bonds, permits and insurance certificate, the Contractor shall contact the Owner and set up a date, time and place to meet on site with the Contractor, his major subcontractors, Owner and Roofing Manufacturer. The purpose of this meeting will be to discuss schedules, procedures, special considerations, and any other pertinent items related to this project.
18. **Scheduling:**
The Owner wishes to begin work as soon as possible following the end of the current school year and within reasonable time, (4) weeks after award of the contract(s).
19. **Set Up Area:**
The areas designated for setup will be established at the pre-construction meeting.
20. **Performance and Payment Bonds:**
Upon receipt of "Notice to Proceed" of appearance at this bid, within thirty (30) days of the date of this proposal, I (or we) agree to execute the formal contract within ten (10) days thereafter, and to deliver an **Insurance Certificate and a 100% Statutory Payment and Performance Bonds.**

END OF SECTION



29 January 2019



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SECTION 00 70 00 - GENERAL CONDITIONS

PART 1 - GENERAL

1.1 DEFINITIONS

- A. The contract document consists of the AGREEMENT, the GENERAL CONDITIONS of the contract, the DRAWINGS and the SPECIFICATIONS, including all revisions hereto.
- B. The Owner, the Contractor and the Owner's Representative shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder(s) to whom the roof contract is awarded.
- C. The term Owner shall be understood to be **Hays Consolidated ISD**.
- D. The term Owner's Representative shall be understood to mean the representative of the primary material manufacturer.

1.2 OWNER'S REPRESENTATIVE STATUS

- A. The Owner's Representative shall have general Rights of Inspection of the work and is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. The Owner's Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.3 CONDITION OF SITE

- A. The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items, pertinent to their work and have made allowance for same in their bids.

1.4 VERIFICATION OF DIMENSIONS AND ELEVATIONS

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Owner's Representative and the Owner's Representative will not be responsible for their accuracy. Before bidding on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.5 PROTECTION OF OWNER'S OPERATIONS

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

1.6 PROTECTION OF WORK AND PROPERTY

- A. The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type of material to protect the roof surface at all times.

- B. Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- C. In those areas where materials and/or hot asphalt will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This coverage shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.
- D. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to both the Owner and the Owner's Representative.

1.7 MATERIAL STORAGE AND CLEAN-UP

- A. The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and deducted from the balance due the Contractor.
- B. The Contractor shall also remove drippage of bitumen or adhesive from all walls, windows, floors, ladders and finished surfaces. Failure to do so will result in the work being done by others and the cost shall be deducted from the balance due the Contractor.
- C. Materials must be delivered with manufacturer's label in tact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.

1.8 INSPECTION OF WORK

- A. Where the drawings or specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.
- B. Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be born by the Owner.

1.9 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

- A. If directed by the Owner's Representative, the Contractor shall cut not more than four (4) cores, of approximately 200 square inches each, from every newly constructed roof area, in order to establish the amount of materials used per square foot, and shall restore all such areas to sound and watertight conditions as prior to the core testing.
- B. In the event that such core cuts disclose any deficiency in materials, or soundness of construction, the Contractor shall, at his/her own expense, apply additional materials or otherwise correct the deficiencies to the satisfaction of the Owner's Representative.
- C. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner.
- D. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.

- E. The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.
- F. The authorized Owner's Representative shall be responsible for:
 - 1. Keeping the Owner informed on a weekly basis as to the progress and quality of the work;
 - 2. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;
 - 3. Reporting in writing to the Owner any failure or refusal of the Contractor to correct unacceptable practices;
 - 4. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative;
 - 5. Supervising the taking of test cuts, and the restoration of such areas;
 - 6. Rendering any other inspection services which the Owner may designate
 - 7. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.
 - 8. Provide inspections (by a full time employee of the primary roofing materials manufacturer) a minimum of 2 days per week.
- G. The presence and activities of the Owner's Representative shall in no way relieve the Contractor of his/her contractual responsibilities.

1.10 MISCELLANEOUS UTILITIES

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.
- B. Water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be furnished by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.
- D. Toilet facilities will be provided by the Contractor. The Contractor will be responsible for supplying a portable toilet on the job-site. The Contractor's personnel are not permitted to enter the building without proper authorization from the Owner or Owner's Representative.

1.11 CHANGES OR EXTRA WORK

- A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:
 - 1. By firm price adjustment;
 - 2. By cost plus with a guaranteed maximum;
 - 3. By cost with a fixed fee; or
 - 4. By unit cost.
- B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner. The Owner's Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- C. All work covered by unit prices submitted by the Contractor in his/her proposal must be covered by a written work order. The Owner's Representative will prepare the work order in triplicate covering the quantity of work and the total cost of the work. The work order which will be written at the end of each day, will be signed by the Owner's Representative and the Contractor's foreman and/or superintendent.

1.12 CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Owner or the Owner's Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

1.13 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the contract by the Owner. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

1.14 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deem it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

1.15 LIENS

- A. The Contractor shall furnish him/her with a release in full of all liens arising out of this contract or in lieu thereof, and receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his/her option furnish a bond to indemnify the Owner against all hazard of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien remains undischarged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorney's fees.

1.16 JOB CONDITIONS

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Owner. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.
- B. There is NO SMOKING or tobacco products are allowed on any school property and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.
- C. The Contractor should be aware of Owner's property when tearing off the existing roof. This is required for removal of dirt, silt, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building surfaces. Specific locations will be discussed at the pre-bid conference.
- D. Rolled Roofing Materials: All rolled roofing materials must be stored standing on end on a pallet or otherwise raised off of the roof. The materials are to be covered in a proper manner to assure that they will not become wet prior to application. Any materials that becomes wet or damaged must be removed from the job-site and replaced at the Contractor's expense.
- E. Asphalt Kettle: Placement of the kettle shall be in a position so as not to interfere with the ongoing operations of the Owner. The asphalt to be used must be placed on a protective covering of some type until it is raised to the roof. A minimum of two (2) fire extinguishers and "Fire Out" must be adjacent to the kettle. Fume recovery systems must be in working order and provided on all kettles

- F. Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- G. No drugs or alcoholic beverages are permitted on school property.
- H. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant personnel.
- I. The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.
- J. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- K. Existing roof top equipment walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or asphalt must be cleaned off metal surfaces.
- L. The Contractor is responsible for protecting all materials from the elements. If any material, such as insulation, becomes wet, it cannot be installed and must be replaced at the Contractor's expense. NOTE: Insulation and rolled roofing materials must be covered with waterproof tarps at the end of each work day. Plastic wrappers supplied by the insulation manufacturer are not acceptable substitutes for tarps. The Owner's Representative will reject any covering method or material which does not adequately protect roofing materials.
- M. Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.
- N. Any lawns damaged by Contractor's vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored at the Contractor's expense.
- O. Any driveways and/or asphalt parking areas damaged by Contractor's vehicles will be restored to existing condition prior to construction. Any damaged will be restored at the Contractor's expense.
- P. The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.
- Q. The Contractor will ensure that all substrates are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.
- R. Any isolated areas that must be torn off and replaced will be built-up to the height of the existing roof prior to the installation of the new roofing membrane system.

1.17 WORKMANSHIP

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.
- B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

1.18 INSULATION

- A. Insulation shall have accurate dimensional stability so as to properly conform to the surfaces of the roof, cants, curbs, pipes, etc. Joints between boards shall be tight and insulation shall be held back ½" from vertical surfaces and sumps. Insulation shall be protected from the weather at all times. No more insulation shall be laid than can be completely covered with roof materials on the same day. A base sheet shall not be considered as a proper weather barrier.
- B. Insulation that becomes wet during or after installation shall be removed and replaced with dry insulation. If roofing is in place, the roofing shall be also replaced. All replacing work shall be done at no added cost to the Owner.

1.19 ROOF DECK

- A. Contractor shall notify the Owner or Owner's Representative of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier, if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

1.20 SAFETY

- A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.
- B. Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.

1.21 INSURANCE

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by Contractors for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.
 - 1. **THE CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE OWNER AND OWNER'S REPRESENTATIVE HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSS AND EXPENSE, LIABILITY DAMAGES, OR CLAIMS FOR DAMAGES, INCLUDING COST FOR DEFENDING ANY ACTION, ON ACCOUNT OF ANY INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF THE OWNER, ARISING OR RESULTING FROM THE WORK PROVIDED FOR OR PERFORMED, OR FROM ANY ACT, OMISSION, OR NEGLIGENCE OF THE CONTRACTOR, SUBCONTRACTOR AND THEIR AGENTS OR EMPLOYEES. THE FOREGOING PROVISIONS SHALL IN NO WAY BE DEEMED RELEASED, WAIVED OR MODIFIED IN ANY RESPECT BY REASON OF ANY INSURANCE OR SURETY PROVIDED BY THE CONTRACTOR.**
 - 2. All sub-contractors are required to file Certificates of Insurance properly completed and signed by an authorized insurance company representative before their work commences on the job or job site. No monies will be paid until the acceptable certificates are on file with the Contractor. Such certificates shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days prior written notice to the Contractor. In the event such certificates are not provided to the Contractor prior to commencement of work, Contractor's failure to demand such certificates shall not be deemed a waiver of Subcontractor's requirement to obtain the subject insurance.

The Contractor shall provide and maintain standard fire, extended coverage perils, vandalism and malicious mischief insurance to protect the interest of both the Contractor and the Owner for materials brought into the job or stored on the premises. Such insurance shall be for 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials stored at the job-site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the Contractor, the cost of which are included in the direct cost of the work. This insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties, or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.

3. In accordance with Section (1.21), the Contractor and subcontractor(s) shall maintain the following insurance:

a. Workmen's Compensation and Employer's Liability Insurance affording:

1. Protection under the Workmen's Compensation Law of the States in which the work is performed; and
2. Employer's Liability protection subject to a minimum limit of \$100,000.

b. Comprehensive General Liability Insurance in amounts not less than:

Personal Injury	\$1,000,000 per person
(including bodily injury)	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

c. Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

d. This insurance shall:

1. Include coverage for the liability assumed by the Contractor under this section (section 1.21.A.1) (Indemnity);
2. Includes coverage for:
 - i. Premises, operations and mobile equipment liability.
 - ii. Completed operations and products liability.
 - iii. Contractual liability insuring the obligation assumed by the subcontractor in this agreement.
 - iv. Liability which subcontractor may incur as a result of the operations, acts or omissions of subcontractors, suppliers or materialmen and their agents or employees; and
 - v. Automobile liability including owned, non-owned and hired automobile.

All coverage will be on an occurrence basis and on a form acceptable to the Contractor.

3. Include completed operation coverage which is to be kept in force by the Contractor for a period of not less than one year after completion of the work provided for or performed under these specifications;
4. Not be subject to any of the special property damage liability exclusions commonly referred to as the exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
5. Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control; and
6. The Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
7. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the Owner thirty (30) days prior written notice or cancellation of any material change in the insurance. **The certificate of insurance shall name Hays CISD and its Board of Trustees as additional insured.**

1.22 WORK HOURS AND DAYS

- A. When the bid is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be on the building. The job is to be bid under the assumption that all work will be performed on a straight time basis.

1.23 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

1.24 OWNER'S RULES

- A. The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.
- B. The Contractor shall properly notify all employees of conditions relating to roof areas with very poor condition and which will be worked on. After such notification, the Contractor must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.
- C. THE CONTRACTOR SHALL "HOLD HARMLESS" THE MATERIAL MANUFACTURER AND HAYS CONSOLIDATED ISD, AGAINST ANY LITIGATION ARISING FROM ANY ACCIDENTS DURING THE COURSE OF THE CONTRACT.

1.25 SAFETY AND ECOLOGY

- A. The Contractor(s) shall conform to the requirements as designated by the United States Federal Governments (e.g., O.S.H.A.).

1.26 ANTI-DISCRIMINATION IN EMPLOYMENT

- A. Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

PART 2 - INSTRUCTIONS TO BIDDERS

2.1 WITHDRAWAL OR MODIFICATION OF BID

- A. Any Bidder may withdraw his/her bid at any time before the scheduled closing date of the bid by appearing in person or by sending an authorized representative of the Bidder. An appointment should first be scheduled by calling the Owner's Representative. The Bidder or his/her representative shall be asked to sign, in writing that the bid was returned to him/her. After the withdrawal from the contract, the Bidding Contractor may not resubmit them.

2.2 PROPOSAL OPENINGS

- A. Proposals will be opened publicly and read aloud at the published date and time. Notice of award will be made by written correspondence.

2.3 QUESTIONS

- A. Inquiries and requests for information affecting the Bid must be in writing and shall be directed to Jennifer Ornelas, Buyer, via email (Jennifer.Ornelas@hayscisd.net). **To provide HCISD sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by February 8, 2019.** Contact with HCISD personnel other than Jennifer Ornelas or her designee regarding this solicitation may be reason for elimination from the selection process. Any prospective respondent detecting a conflict or ambiguity in the Proposal should notify the Buyer, in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum. If HCISD believes that clarification is necessary or proper, a clarifying addendum will be

distributed to all prospective vendors. HCISD will not be bound by any oral or other informal explanation of the requirements of the Bid documents.

- B. If the Contractor feels a conflict exists between what is considered good roofing practice and these specifications, he/she shall state in writing all objections prior to submitting quotations.
- C. It is the Contractor's responsibility, during the course of the work, to bring to the attention of the Owner's Representative any defective membrane, insulation or deck discovered which has not been previously identified.

2.4 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

- A. The Bidding Contractors shall be solely responsible for all accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

2.5 DISCREPANCIES AND ADDENDA

- A. Should a Bidder find any discrepancies in the Drawings and Specifications, or should he be in doubt as to their meaning, he/she shall notify the Owner's Representative at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding.
- B. No extras will be authorized because of the Contractor's failure to include work called for in the Addenda in his/her bid.
- C. It shall be the responsibility of all Bidders to call to the Owner's Representative's attention at the pre bid meeting, any discrepancies which may exist between or with any of the contract documents, or any questions which may arise as to their true meaning.
- D. Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.

2.6 COMPETENCY OF THE BIDDER

- A. To enable the Owner to evaluate the competency and financial responsibility of a Contractor, the Bidders shall furnish the information indicated in Section 5.0 below, entitled Contractor's Qualification Statement, which shall be sworn to under oath by him/her or by a properly authorized representative of the Bidder.

2.7 DISQUALIFICATION OF BIDDERS

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his/her bid(s):
 1. Evidence of collusion among Bidders;
 2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted;
 3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history;
 4. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded; or
 5. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

2.8 NOTICE OF AWARD

- A. The award of this contract for the work is contingent upon receipt of an acceptable bid. Any part of or all bids may be rejected. All bids shall be good for a period of ninety (90) days following the date the bids are due. The contract shall be deemed as having been awarded when the formal notice of acceptance of his/her proposal has been duly served upon the intended awardee by an authorized officer or agent of the Owner.

2.9 WARRANTY

- A. A written warranty which will commence from date of acceptance by Manufacturer must be supplied with the roof installation. This warranty will cover all defects in workmanship and materials. Damages caused by storm, vandalism and other trades are not included in the warranty. This warranty shall be from the manufacturer for a period of 15 years with an Alternate for 20 years.
- B. A two (2) year workmanship warranty is required from the Contractor for all remedial maintenance done under the terms of this contract.

2.10 START AND COMPLETION DATE

- A. Work shall begin within thirty (30) days from the award of this contract, or as agreed upon by the parties.
- B. All work as required in these specifications and drawings shall be completed within ninety (90) days of the start date, or as agreed upon by the parties.
- C. Unless work is hampered by long periods of inclement weather, by due proof of material unavailability, or by strike, the Owner will assess a penalty in the amount of \$450.00 a day for each day beyond the agreed completion date.
- D. The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Proposal form.
- E. If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract will be terminated and the Contractor at no cost to the Owner, must remove his/her equipment and possessions from the job-site upon notification by the Owner.

2.11 PAYMENT

- A. Payment for materials shall only be made after the material has been delivered to the job-site. An invoice for the material must be presented to the Owner for payment. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can be made monthly. Final payment for the project will be made following completion, after the final inspection has been made and an invoice presented to the Owner. A 10% retainer shall be held until delivery of the warranty.
- B. When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials.
- C. Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month. The amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding month.
- D. Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- E. Final payment shall be withheld until all provisions of the specifications are met, including all necessary cleanup, and the Owner receives written verification of completion.
- F. Upon completion of the job, the Owner, the Owner's Representative, and the Contractor will make final inspection of the work done, and the Owner's Representative will sign a completion slip authorizing final payments.
- G. All payments for material used in the execution of this contract can be made by a check issued jointly, payable to the Contractor and Owner's Representative if requested by Owner's Representative.

- H. If requested by the Owner and/or Owner's Representative, the Contractor shall provide a Letter of Credit from the bank to secure payment to material supplier.
- I. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier prior to release of order.
- J. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier via common carrier upon receipt of delivery.
- K. Contractor shall have a pre-approved line of credit from the material supplier.
- L. Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien with his/her final invoice indicating that all suppliers have been paid.

2.12 PERFORMANCE AND PAYMENT BOND

- A. The successful Contractor will be responsible for securing a performance and payment bond for 100% of the contracted price from an acceptable bonding company. The cost of the bond will be paid directly by the Contractor. Contractor has to identify his/her bonding company and agent, submitting this documentation with his/her proposal. Note: See "Instruction to Bidders."
- B. Financial documentation prescribed by the Owner to ensure that the Contractor is financially sound and capable of supporting the project to its conclusion.
- C. If the successful Bidder is incorporated, an affidavit authorizing persons to sign for the Corporation. This should be in the form of minutes of the meeting of the Board of Directors, authorizing person or persons to sign for this contract work and indicating a quorum being present.

2.13 TERMINATION BY THE OWNER FOR CAUSE

- A. The Owner may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:
 - 1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Proposal form;
 - 2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
 - 3. Is guilty of substantial breach of a provision of the contract documents.
- B. When the Owner terminates the contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the work, it will be paid to the Contractor. If the cost to finish the work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.

2.14 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

PART 3- CONTRACTOR'S INSTRUCTIONS

3.1 TAXES

- A. Contractor must comply with all state, federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state and federal taxes with respect to Social Security, old age benefits, unemployment benefits and withholding taxes.

3.2 CONTRACTOR'S LICENSE

- A. All pertinent state and local licenses will be required if required by the state or local authority.

3.3 BUILDING PERMITS

- A. The acquisition of the applicable permits and associated costs to obtain said permits will be the responsibility of the successful Contractor.

3.4 JOB COORDINATION

- A. Contractor is responsible for daily communication with the Owner or Owner's Representative relating to areas of roof work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury. Contractor is also responsible for policing and protecting areas involving removal and replacement of roof projections, defective decking or other work involving deck penetration.
- B. Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify **Elijah Casillas, Facility Maintenance, 512-268-8442 Ext. 6156.**

3.5 CLEAN-UP

- A. Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials. The Contractor shall also remove any and all drippage of bituminous materials from the face of the buildings, floor, window, ladders and other finished surfaces.

3.6 SUPERINTENDENT

- A. The Contractor shall keep a competent superintendent, satisfactory to the Owner and Owner's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner and the Owner's Representative unless the superintendent ceases to be in the employ of the Contractor.
- B. The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.

3.7 INSPECTIONS

- A. Before any material applications are made, the Owner or his/her representative and the material supplier representative shall be available to ensure a complete understanding of the specification.
- B. The accepted Material Manufacturer will have a representative on site a minimum of two (2) times a week to verify compliance with the specifications, answer questions that may arise and provide on-going inspection services.
- C. A final inspection shall be conducted by Owner, Contractor, and the Owner's Representative upon being notified of completion of specified work and clean-up.

PART 4 - STATEMENT OF POLICY

4.1 ENGINEERING

- A. In addition to high-quality products, the Material Manufacturer provides recommendations and/or specifications for the proper installation of its material. However, the Material Manufacturer does not, nor does its representatives, practice engineering or architecture. The Material Manufacturer makes no judgments on, and hereby disclaim any responsibility for the soundness of any roof deck or other structural component of buildings upon which the Material Manufacturer products are applied, and further recommend a structural engineer to examine the deck conditions.

4.2 GUARANTEES

- A. A roofing guarantee is available for review from the Material Manufacturer for the roofing systems published in these specifications. The guarantee will be issued only upon completion of all the guarantee requirements by an approved Contractor. Such guarantees cannot be altered or amended, nor may any other warranties, guarantees or representations be made by an agent or employee of the Material Manufacturer unless such alteration, amendment or additional representation is issued in writing and is signed by a duly authorized officer of the Material Manufacturer, and sealed with the Material Manufacturer seal. This guarantee does not cover cosmetic deficiencies. **THE MATERIAL MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE BUILDING OR ITS CONTENTS OR ANY OTHER CONSEQUENTIAL DAMAGES, AND ITS RESPONSIBILITY IS LIMITED TO REPAIRING LEAKS.**

The Contractor will warranty the roof to the Material Manufacturer for a period of two (2) years. The Contractor will inspect the roof with the Owner's Representative 18 months after completion, and, at the Contractor's expense, correct any workmanship defects before the 24th month following completion of the project.

4.3 APPROVED CONTRACTORS

- A. The roof systems must be applied only by those contractors who have received approval from the Material Manufacturer for such installations. No guarantees will be issued when installation has been performed by a non-approved contractor.

4.4 ROOFING SEQUENCE

- A. Phase roofing is not acceptable. Any insulation or base layers laid in any one day must be covered with the properly installed roof system that same day. Failure to do so will void any warranties and no guarantee will be issued for the roofing system.

4.5 ACCEPTABILITY OF COMPLETED WORK

- A. The acceptability of completed roofing work will be based on its conformance to the contract requirement. The Material Manufacturer is not obligated to accept non-conforming work, and such non-conforming work may be rejected. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the Material Manufacturer at the Contractor's expense. The Material Manufacturer will instruct the Contractor's foreman and work crew on the proper methods of installation of the roofing system, and will follow-up on a regular basis to inspect the work being done. Any deficiencies from the specified work noted by the Material Manufacturer will be immediately reported to the Owner, along with recommended corrective actions necessary. The Material Manufacturer will not act in a supervisory capacity, and will not be responsible for the Contractor's errors or omissions.

4.6 ENGINEERING AND ROOF DECK

- A. The Material Manufacturer nor its representatives, practice engineering nor architecture. It makes no judgments on, and hereby disclaim any responsibility for the soundness of any roof deck or other structural component of buildings upon which its products are applied. Re-roofing and general building structuring require certification from a structural engineer that the structure will support the proposed additional weight. In addition, the Contractor must notify the Owner or his/her representative on the job-site of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

4.7 ASBESTOS IDENTIFICATION

- A. The Material Manufacturer routinely conducts roof surveys and inspections in order to provide recommendations and/or specifications for the use of its products. However, the **MATERIALS MANUFACTURER IS NOT, NOR ARE ITS REPRESENTATIVES, CERTIFIED TO IDENTIFY, HANDLE OR MONITOR ASBESTOS IN ROOFING, DECKING OR INSULATION. THEREFORE, IT MAKES NO JUDGMENTS ON AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR IDENTIFYING, HANDLING OR MONITORING ASBESTOS.** If a building owner suspects that an asbestos condition

exists on or under the roof area in question, Material Manufacturer can recommend licensed laboratories and technicians that can identify, remove, dispose of, and monitor the project.

4.8 ASBESTOS LIMITATIONS

- A. The Owner has been informed, acknowledges and agrees that Material Manufacturer is not engaged in the business of identifying, abating, encapsulating or removing asbestos or asbestos containing materials from the work site and has not agreed to do so herein.

- B. **IN CONSIDERATION OF THE PROVISION HEREOF, THE OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE MATERIAL MANUFACTURER, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, INCLUDING THE ENGINEER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING OUT OF, OR RELATING TO, ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION OF ANY KIND, ATTRIBUTABLE TO, ARISING OUT OF, OR RELATING TO THE PRESENCE OF ASBESTOS OR ASBESTOS-CONTAINING MATERIALS ON OR AT THE WORK SITE AND/OR THE ABATEMENT, ENCAPSULATION AND/OR THE REMOVAL THEREOF.**

4.9 MOLD LIMITATIONS

- A. Garland makes no representation or warranty, express, implied, or otherwise, regarding mold, fungi, rust, corrosion or other bacteria or organism. Neither shall Garland have any duty to identify, nor accept any responsibility or liability for any claims associated with mold, fungi, rust, corrosion or other bacteria or organism related claims.

The forms on the following pages must be completed and returned with your Bid response in order to be considered for award. For purposes of the following forms, the officers are listed below.

PART 5 -CONTRACTOR'S QUALIFICATION STATEMENT (Must Accompany Bid)

The undersigned certified under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: _____

Submitted by: Firm Name: _____

Address: _____

Principal Office Location: _____

Qualification Statement Submitted for - Project Name

Type of Work:

Site Preparation	_____	General Construction	_____
Roofing	_____	Plumbing	_____
HVAC	_____	Sprinkler	_____
Electrical	_____	Other	_____

(File separate form for each classification of work)

Organization:

Please provide the following information concerning your organization:

Type of Entity:
Corporation _____
Partnership _____
Individual _____
Other _____

Name of Principal, Owners or Partners

<u>Name</u>	<u>Position</u>	<u>Years of Service with Organization</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years this organization has been in business? _____

Have members of this organization operated under former names/businesses? If "yes," list name, type of entity and names of principal, owners or partners. Yes____ No____

Provide a brief description of the general type of construction the firm performs. Please indicate for this project the work you intend to subcontract or perform.

	<u>Perform</u>	<u>Subcontract</u>
Earth Work	_____	_____
Concrete Work	_____	_____
Masonry Work	_____	_____
Structural Work	_____	_____
Roofing Work	_____	_____
Sprinkler	_____	_____
Plumbing	_____	_____
HVAC	_____	_____
Electrical	_____	_____

Experience

Please list the type and number of educational projects your firm has constructed which were subject to the Owner Guidelines and other Texas regulatory agency construction requirements:

<u>Type</u>	<u>Number</u>
New Construction - Primary	_____
New Construction - Secondary	_____
Renovations - Primary	_____
Renovations - Secondary	_____

Please list on a separate sheet marked "Appendix A" the major construction projects your organization has in progress providing the name of project, owner, architect, contract amount, bonding company, insurance carrier, percentage complete and scheduled completion date.

Please list on a separate sheet marked "Appendix B" the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, bonding company, date of completion and percentage of the cost of the work performed with your own forces.

Insurance and Bonds

Please list names of current insurance carrier and number of projects insured by carrier:

Please list names of bonding company/agent utilized for projects constructed during the last five years:

Claims and Suites

Has your organization ever failed to complete and construction work it has been awarded? Yes___No___

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please describe in full.) Yes___No___

Has there been in the last ten years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors or affiliates constructed?

Yes ___ No ___

Are all city, county, state and Federal taxes of any type, including real estate, FICA and Workmen's Compensation paid to date?

Yes ___ No ___

Is there any potential claim, demand, litigation, arbitration, investigation, governmental proceeding or regulatory proceeding involving your firm, or its principals, predecessors or affiliates? If the answer to either of the preceding questions is "Yes," please describe in full in an attachment.

Yes ___ No ___

In addition to the litigation, arbitration, investigation or governmental or regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation or governmental or regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? If so, please describe in full.

Yes ___ No ___

Bankruptcy

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under the federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors or affiliates? If so, please identify the proceedings, the court or governmental body and the date such jurisdiction was assumed in an attachment.

Yes ___ No ___

Change Order History

Describe each instance within the last five (5) years where change orders applied for during construction amounted in the aggregate to more than five percent (5%) of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent (5%) in an attachment.

Financial Condition

Please attach your organizations' last two (2) years' financial statements including your latest balance sheet and income statement showing the following:

Current assets (e.g., cash, joint venture accounts, receivable, accrued income, deposits, materials inventory and prepaid expenses):

Net Fixed Assets:

Other Assets:

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes): List all older than 60 days.

Other Liabilities (e.g., capital stock, authorized and outstanding shares per values, earned surplus and retained earnings):

Name and address of firm preparing attached financial statement and date thereof.

References

Please list below Trade References:

Please list below Bank References:

SUSPENSION AND DEBARMENT CERTIFICATION (Must Accompany Bid)

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub awards to sub recipients).

Contractors receiving individual awards of \$100,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: _____

Signature of Company Official: _____

Date Signed: _____

SECTION 00300 - BID PROPOSAL FORM

Date: _____

To: Mrs. Jennifer Ornelas
Hays CISD
21003 IH 35
Kyle, Texas 78640



29 January 2019

From: _____ (Contractor)

_____ (Address)

_____ (City, State, Zip)

Subject: Hays CISD, Hays CISD, Maintenance Facility, 155 Beacon Hill Rd., Buda, Texas. The installation of a PVC roof assembly on the Carpentry Shop, Transportation Maintenance Bus Shop and Grounds Storage Building. Alternate items to install a TPO roof assembly on the Carpentry Shop, Transportation Maintenance Bus Shop and Grounds Storage Building.

Dear Mrs. Ornelas:

The undersigned having carefully inspected the site and studied all conditions affecting the cost of the proposed work, and having carefully studied these documents, including Instructions to Bidders, Supplemental Instructions to Bidders, General Conditions, Specifications and Drawings; hereby propose to perform everything required under this proposal and to furnish all the labor, materials, necessary tools, equipment, and all utility and transportation services necessary to perform and complete in a workman like manner, in the time hereafter specified, all the work as specified and described in these specifications for the following sum:

BASE BID ITEM # 1: Retrofit the existing roofing on the Carpentry Building at the Beacon Hill Maintenance Facility with a fully adhered PVC single ply roof assembly as described in the specifications and shown on the drawings.

The sum of _____ (\$ _____) dollars which shall be identified as Base Bid Item #1. **\$1500 Design Fee, \$7,500 Betterment Allowance**, all applicable **permits, insurance** and **P&P Bonds** are included in this proposal amount.

ALTERNATE BID ITEM # 1: Retrofit the existing roofing on the Carpentry Building at the Beacon Hill Maintenance Facility with a fully adhered TPO single ply roof assembly as described in the specifications and shown on the drawings.

The sum of _____ (\$ _____) dollars which shall be identified as Alternate Bid Item #1. **\$1500 Design Fee, \$7,500 Betterment Allowance**, all applicable **permits, insurance** and **P&P Bonds** are included in this proposal amount.

BASE BID ITEM # 2: Retrofit the existing roofing on the Transportation Maintenance Bus Shop at the Beacon Hill Maintenance Facility with a fully adhered PVC single ply roof assembly as described in the specifications and shown on the drawings.

The sum of _____ (\$ _____) dollars which shall be identified as Base Bid Item #2. **\$1500 Design Fee, \$7,500 Betterment Allowance**, all applicable **permits, insurance** and **P&P Bonds** are included in this proposal amount.

ALTERNATE BID ITEM # 2: Retrofit the existing roofing on the Transportation Maintenance Bus Shop at the Beacon Hill Maintenance Facility with a fully adhered TPO single ply roof assembly as described in the specifications and shown on the drawings.

The sum of _____ (\$ _____) dollars which shall be identified as Alternate Bid Item #2. **\$1500 Design Fee, \$7,5000 Betterment Allowance**, all applicable **permits, insurance** and **P&P Bonds** are included in this proposal amount.

BASE BID ITEM # 3: Retrofit the existing roofing on the Grounds Storage Building at the Beacon Hill Maintenance Facility with a PVC single ply roof assembly as described in the specifications and shown on the drawings.

The sum of _____ (\$ _____) dollars which shall be identified as Base Bid Item #3. **\$1500 Design Fee, \$5,000 Betterment Allowance**, all applicable **permits, insurance** and **P&P Bonds** are included in this proposal amount.

ALTERNATE BID ITEM # 3: Retrofit the existing roofing on the Grounds Storage Building at the Beacon Hill Maintenance Facility with a TPO single ply roof assembly as described in the specifications and shown on the drawings.

The sum of _____ (\$ _____) dollars which shall be identified as Alternate Bid Item #3. **\$1500 Design Fee, \$5,000 Betterment Allowance**, all applicable **permits, insurance** and **P&P Bonds** are included in this proposal amount.

UNIT PRICES

- UP-1 Provide a 20 year NDL watertight warranty for Base Bid Item #1 (PVC - Carpentry Bldg) \$_____.
- UP-2 Provide a 20 year NDL watertight warranty for Alt. Bid Item #1 (TPO - Carpentry Bldg) \$_____.
- UP-3 Provide a 20 year NDL watertight warranty for Base Bid Item #2 (PVC - Trans. Maint) \$_____.
- UP-4 Provide a 20 year NDL watertight warranty for Alt. Bid Item #2 (TPO – Trans. Maint) \$_____.
- UP-5 Provide a 20 year NDL watertight warranty for Base Bid Item #3 (PVC – Ground Bldg) \$_____.
- UP-6 Provide a 20 year NDL watertight warranty for Alt. Bid Item #3 (TPO – Ground Bldg) \$_____.
- UP-7 Replace deteriorated metal roof panel with 22 gauge panel to match \$ _____ per square foot.
- UP-8 Replace deteriorated 14 ga. Z Purlins \$_____ per 21 linear foot.
- UP-9 Replace corrugated metal siding on Transportation Maint. Bldg \$ _____ per (3' x 12' wall panel)
- UP-10 Replace existing siding with like kind at Carpentry Bldg (Key Shop) \$ _____ per square foot of wall board.

The sum quoted in the proposal is guaranteed for ninety (90) consecutive days from the date hereof, and includes all applicable permit fees, performance bonds, payment bonds, etc. If authorized to proceed within that period, the undersigned agrees to complete the work covered by this proposal for the quoted sum.

The bidder agrees to the following: (Bidder to Complete)

- A. To start work _____ calendar days after notice to proceed.
- B. To complete specified work on Base Bid Item #1 in _____ calendar days.
- C. To complete specified work on Alternate Bid Item #1 in _____ calendar days.

- D. To complete specified work on Base Bid Item #2 in _____calendar days.
- E. To complete specified work on Alternate Bid Item #2 in _____calendar days.
- F. To complete specified work on Base Bid Item #3 in _____calendar days.
- G. To complete specified work on Alternate Bid Item #3 in _____calendar days.
- H. To work _____ calendar days per week.

By submitting this Bid, the Bidder certifies that he has visited the project sites, is aware of existing conditions which affect the work, and has reviewed the Contract Documents, including the following Addenda:

It is understood that the right is reserved by the Owner to reject any or all bids, or waive any formalities in bidding.

Respectfully Submitted,

By: _____
(Signature)

_____ (Company)

(Title)

Seal, if bidder is a corporation



29 January 2019



29 January 2019

SECTION 01 10 00 - PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Provide coordination of work.
 - 1. Supervisory personnel.
 - 2. Pre-Construction conference.
 - 3. Weekly meetings.
 - 4. Other meetings.
- B. Submit daily and special reports as requested by Owner.
- C. Submit progress schedule, updated weekly.
- D. Prepare submittal schedule to Owner; Coordinate with progress schedule.
- E. Submit schedule of values.
- F. Submit schedule of required tests including payment and responsibility.
- G. Submit and post a list of emergency telephone numbers and addresses for individuals to be contacted in case of an emergency.
- H. Submit record drawings and specifications; to be maintained and annotated by Contractor as work progresses.
- I. Submit payment request procedures.
- J. Perform quality control procedures during installation.
- K. Clean and protect the ongoing work.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION



29 January 2019

SECTION 01 11 00 - SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. Project Identification: Re-roofing and roof repairs at multiple campuses, Hays CISD.**
- B. Project Summary Beacon Hill Maintenance Facility, Carpentry Building, Transportation Maintenance Bus Shop and Grounds Storage Building. Install a retrofit PVC roof assembly over the existing metal roof assemblies with R-25 insulation.**
1. Remove all rake flashings, eave flashings, gutters and down spouts. On the Carpentry Building, fiberglass skylights will be removed and replaced with 22 gauge metal panel to match existing panel profile as part of the base bid.
 2. Install 2 layers of 2.0" polyisocyanurate insulation over existing metal roof panel fastening to meet or exceed ASCE 7-05 wind calculations.
 3. Install 1 layer of densdeck primed in insulation adhesive to meet or exceed ASCE 7-05 wind calculations.
 4. Install 60 mil PVC single ply roofing membrane and all related perimeter and penetration flashings.
 5. PVC clad metal will be utilized at all perimeter flashings at rake and eaves. Minimum 24 gauge.
 6. New pre-painted 24 gauge metal gutters and downspouts will be installed to provide a complete watertight roof assembly. Foam closures with factory applied adhesive are to be installed between the clip of the new rake flashings and the existing wall panel.
 7. All electrical and/or mechanical work required to complete the project is to be included in the base and alternate proposals. This is **not** an item that will be charged to the "Betterment Allowance".
 8. Additional perimeter nailers required for the new insulation height are to be included in the Base/Alternate bid amounts.
- C. Project Summary Beacon Hill Maintenance Facility, Carpentry Building, Transportation Maintenance Bus Shop and Grounds Storage Building. Install a retrofit TPO roof assembly over the existing metal roof assemblies with R-25 insulation.**
1. Remove all rake flashings, eave flashings, gutters and down spouts. On the Carpentry Building, fiberglass skylights will be removed and replaced with 22 gauge metal panel to match existing panel profile as part of the base bid..
 2. Install 2 layers of 2.0" polyisocyanurate insulation over existing metal roof panel fastening to meet or exceed ASCE 7-05 wind calculations.
 3. Install 1 layer of densdeck primed in insulation adhesive to meet or exceed ASCE 7-05 wind calculations.
 4. Install 60 mil TPO single ply roofing membrane and all related perimeter and penetration flashings.
 5. TPO clad metal will be utilized at all perimeter flashings at rake and eaves. Minimum 24 gauge.
 6. New pre-painted 24 gauge metal gutters and downspouts will be installed to provide a complete watertight roof assembly. Foam closures with factory applied adhesive are to be installed between the clip of the new rake flashings and the existing wall panel.
 7. All electrical and/or mechanical work required to complete the project is to be included in the base and alternate proposals. This is **not** an item that will be charged to the "Betterment Allowance".
 8. Additional perimeter nailers required for the new insulation height are to be included in the Base/Alternate bid amounts.
- D. Unit Prices: The following unit prices will be required**
1. UP-1 Provide a 20 year NDL watertight warranty for Base Bid Item #1 (PVC - Carpentry Bldg)
 2. UP-2 Provide a 20 year NDL watertight warranty for Alt. Bid Item #1 (TPO - Carpentry Bldg)
 3. UP-3 Provide a 20 year NDL watertight warranty for Base Bid Item #2 (PVC - Trans. Maint)
 4. UP-4 Provide a 20 year NDL watertight warranty for Alt. Bid Item #2 (TPO - Trans. Maint)
 5. UP-5 Provide a 20 year NDL watertight warranty for Base Bid Item #3 (PVC - Ground Bldg)
 6. UP-6 Provide a 20 year NDL watertight warranty for Alt. Bid Item #3 (TPO - Ground Bldg)
 7. UP-7 Replace deteriorated metal roof panel with 22 gauge panel to match
 8. UP-8 Replace deteriorated 14 ga. Z Purlins
 9. UP-9 Replace corrugated metal siding on Transportation Maint. Bldg

10. UP-10 Replace existing siding with like kind and paint at Carpentry Bldg (Key Shop)

E. Design Fees and Betterment Allowances:

Design fee for the design professional and the Allowances for the units cost items will be a part of selected proposals. They are to include all overhead, profit, materials, labor and other associated costs relating to the described unit cost items or design fees.

1. Base Bid Item #1 - \$1,500 Design Professional Fee + \$5,000 Betterment Allowance
2. Alternate Bid Item #1 - \$1,500 Design Professional Fee + \$5,000 Betterment Allowance
3. Base Bid Item #2 - \$1,500 Design Professional Fee + \$5,000 Betterment Allowance
4. Alternate Bid Item #2 - \$1,500 Design Professional Fee + \$5,000 Betterment Allowance
5. Base Bid Item #3 - \$1,500 Design Professional Fee + \$5,000 Betterment Allowance
6. Alternate Bid Item #3 - \$1,500 Design Professional Fee + \$5,000 Betterment Allowance

F. Special Project Requirements:

1. Construction and completion: The Contractor shall coordinate all specified work and sequencing with Owner's representative at Hays Consolidated ISD.
2. Codes: Comply with all applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Hays Consolidated ISD, Maintenance Department.

G. Dimensions:

The Roofing Contractor shall verify all measurements and dimensions. Verify dimensions indicated on drawings with field dimensions before fabrication or ordering of materials. Do not scale drawings. Dimensions provided are a courtesy only and may be inaccurate.

H. Existing Conditions: Notify Owner's representative of existing conditions differing from those indicated on the drawings. Do not remove or alter structural components without prior written approval.

I. Definitions for terms used in the specifications:

1. Provide: Furnish and install, complete with all necessary accessories, ready for intended use. Pay for all related costs.
2. Approved: Acceptance of item submitted for approval. Not a limitation or release for compliance with the Contract Documents or regulatory requirements.
3. Match Existing: Match existing as acceptable to the Owner and/or Engineer.

J. Intent: Drawings and specifications are intended to provide the basis for proper completion of the work suitable for the intended use of the Owner. Anything not expressly set forth but which is reasonable implied or necessary for proper performance of the project shall be included.

K. Writing Style: Specifications are written in the imperative mode. Except where specifically intended otherwise, the subject of all imperative statements is the Contractor. For example, 'Provide wood nailers' means 'Contractor shall provide wood nailers'.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION



29 January 2019



29 January 2019

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

- 1.0 Summary
- A. Comply with project format for submittals.
 - B. Provide types of submittals listed in individual sections and number of copies required and a specified time periods.
 - 1. Shop drawings, reviewed and annotated by the Contractor - two prints.
 - 2. Product data - 2 copies.
 - 3. Samples - 2, plus extra samples as required to indicate range of color, finish, and texture to be expected.
 - 4. Warranties - 2 copies.
 - C. Provide required resubmits if original submittals are not approved. Provide distribution of approved copies including modifications after submittals have been approved.
 - D. Samples and shop drawings shall be prepared specifically for this project. Shop drawings shall include dimensions and details, including adjacent construction and related work. Note special coordination required. Note any deviations from requirements of the Contract Documents.
 - E. Provide warranties as specified. Warranties shall be signed by the contractor, supplier or installer responsible for performance of warranty.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION



29 January 2019

SECTION 01500 - TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 Summary

- A. Provide temporary services and utilities:
 - 1. Telephone (as required by contractor)
 - 2. Toilet facilities
 - 3. Materials storage
- B. Provide security and protection requirements:
 - 1. Fire extinguishers
 - 2. Site enclosure barricades
 - 3. Environmental protection
- C. Provide personnel support facilities:
 - 1. Sanitary facilities
 - 2. Drinking water
 - 3. Cleaning and trash removal

PART 2 PRODUCTS - Not Applicable to this Section

PART 3 EXECUTION - Not Applicable to this Section

END OF SECTION



29 January 2019

SECTION 01700 - CONTRACT CLOSE-OUT

PART 1 - GENERAL

1.1 SUMMARY

1. The following are prerequisites to substantial completion. Provide the following:
 - A. Punch list.
 - B. Supporting documentation.
 - C. Certifications.
2. Provide the following prerequisites to final acceptance:
 - A. Final payment request with supporting affidavits.
 - B. Completed punch list.
 - C. Warranties.
3. Provide a marked-up set of drawings including changes which occurred during construction.
 - A. Provide the following close-out procedures:
 1. Submission of record documents.
 2. Submission of maintenance manuals.
 3. Final cleaning and touch-up.
 4. Removal of temporary facilities.

PART 2 - PRODUCTS - Not Applicable To This Section

PART 3 - EXECUTION - Not Applicable To This Section

END OF SECTION



29 January 2019

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1-GENERAL

1.01 DESCRIPTION

- A. This section includes requirements for the installation of miscellaneous carpentry as indicated on the Construction Drawings, including, but not limited to, rough carpentry in conjunction with other work, insulation blocking, nailers, and sheathing panels.

PART 2-PRODUCTS

2.01 DIMENSIONAL LUMBER

- A. Wood blocking, two to four (2-4) inches in nominal thickness:
1. Blocking shall be Grade #2 or better, complying with lumber producer's inspection agency grading rules certified as conforming to the "National Grading Rule For Dimension Lumber", by the Board of Review of the American Lumber Standards Committee (ALSQ, established under Section 10 of PS-20).
 2. Dimensional lumber shall be smooth four sides (S4S), unless otherwise shown or indicated.
 3. Dimensional lumber shall be seasoned, with nineteen percent (19%) maximum moisture content at time of dressing, complying with the dry size requirements of PS-20. Lumber shall be marked "S-Dry".
 4. Dimensional lumber shall be:
 - a. Nailers: nominal size as indicated on the Construction Drawings.
 - b. Blocking: nominal size as indicated on the Construction Drawings.
 - c. Cant strips: diagonally saw-cut from 2x2 or 4x4 dimensional lumber, as indicated on the Construction Drawings.
 - d. Plywood: thickness as indicated on the Construction Drawings for use as shim material beneath nailers.

2.02 PRESERVATIVE TREATED WOOD

- A. "Treated wood" shall be dimensional lumber pressure-treated with water-borne preservatives for exterior use, complying with AWPB LP-22, 0.40 retention and marked "ACQ" or certified as an equal:
- B. Treated wood shall be kiln-dried to a maximum moisture content of fifteen percent (15% following treatment with water-borne preservatives.

2.03 PLYWOOD

- A. Minimum thickness: 9/16-inch, 4-ply.
- B. Interior grade C-D or better, with exterior glue (CDX), conforming to the rating of the American Plywood Association (APA), PS 1-83.
- C. Thickness to match existing decking.

2.04 FASTENERS

- A. Carpentry to wood substrate:
1. Common wire nails with galvanized coating.
 2. Length as necessary to penetrate the substrate by a minimum of 1-1/2 inches.
 3. Nail sizes:
 - a. One (1) inch nominal thickness decking - 12d.
 - b. Two (2) inch nominal thickness decking - 16d.
 - c. Three (3) inch nominal thickness decking - 20d.
 - d. Four (4) inch nominal thickness decking - 30d.

- B. Carpentry to steel or wood plank roof decking:
 1. IF 1 -# 1 4 HD Steel Deck Screw with "Tuff-Tite" coating by SFS Stadler, Inc., Elyria, OH.
 2. Olympic # 1 4-1 0 Heavy Duty All Purpose Screw with CR- 1 0 coating by Olympic, Manufacturing Group, Inc., Agawam, MA.
 3. Roofgrip screw with Climaseal coating by Buildex Division of ITW, Inc. Itasca, IL.
 4. Length shall be sufficient to penetrate steel deck (top flutes only) 1/2 inch.
- C. Carpentry to concrete or solid masonry substrate:
 1. Tapper, 1/4-inch diameter, Phillips-head screw, by Powers Fastening, Inc., New Rochelle, NY. Length as necessary to provide a minimum of one (1) inch embedment.
 2. Tapcon 1/4-inch diameter, Phillips-head screw by Buildex Division of ITW, Inc., Itasca, IL. Length as necessary to provide a minimum of 1 -inch embedment.
- D. Carpentry to hollow masonry substrate:
 1. Sleeve anchor by Hilti Fastening Systems, Tulsa, OK. Length as necessary to penetrate a minimum of one (1) inch into the interior of the hollow masonry units.
 2. Tapper, 1/4-inch diameter, Phillips-head screw, by Powers Fastening, Inc., New Rochelle, NY Length as necessary to provide a minimum of one (1) inch embedment.
 3. Tapcon, 1/4-inch diameter, Phillips-head screw by Buildex Division of ITW, Inc., Itasca, IL. Length as necessary to provide a minimum of 1 -inch embedment.
- E. Carpentry to sheet metal substrate:
 1. Self drilling sheet metal screws, cadmium plated.
 2. Length shall penetrate the substrate by a minimum of one (1) inch.
 3. 10-24 wafer-head Plymetal TEKS/3 with wings by the Buildex Division of ITW, Inc. Itasca, IL.
- F. Carpentry to structural steel:
 1. Self drilling sheet metal screws, cadmium plated.
 2. Length shall penetrate the substrate by a minimum of one (1) inch.
 3. 12-24 flat-head TEKS/4 by Buildex Division of ITW, Inc. Itasca, IL.
- G. Carpentry to gypsum or cementitious wood-fiber roof decking:
 1. NTB- I H screw with one (1) inch head and locking wire barbs by Olympic Manufacturing Group, Inc., Agawam, MA. Length as necessary to achieve required pull-out resistance (225 lbs.) without penetrating the underside of the roof deck.
 2. Toggle Bolt assembly, 1/4-inch diameter with flat head, Powers Fastening, Inc., New Rochelle, NY. Length as necessary for toggle wings to properly engage the bottom side of the roof deck. Note: The Contractor shall request Written Approval, from the Owner, prior to using this fastener in an area where the deck is exposed.
- H. Carpentry to light-gauge (26 or less) steel roof decking or fiberglass-reinforced plastic roof decking:
 1. NTB-NC preassembled plastic fasteners with three (3) inch stress-plate head by Olympic Manufacturing Group, Inc., Agawam, MA. Length as necessary to allow nut assembly to properly engage pre-drilled hole in decking.

PART 3 – EXECUTION

3.01 CARPENTRY INSTALLATION

- A. General requirements:
 1. Do not use lumber or materials of which are unsound, warped, bowed, twisted, inadequately seasoned, or too small to fabricate the work with a minimum of joints.
 2. Fit carpentry work to other work. Produce joints of which are tight, true and well fastened.
 3. Set carpentry accurately to required levels and lines with members plumb and true.
 4. Attach carpentry to substrates in accordance with recognized standards.
 - a. Countersink the new fastener heads flush with top of wood members. Hollow out bottom of new wood members, if necessary, to fit over existing exposed bolt heads that are not countersunk.
 - b. Countersink the nail heads on exposed carpentry and fill holes.
 5. Select fastener size that will not penetrate members where opposite side will be exposed to view or will receive finish materials.
 6. Threaded fasteners shall be turned into place, not driven.
 7. Fasteners shall be tightened at installation and re-tightened as required prior to closing in or at completion of work.

- B. Examine existing nailers and blocking which conforms to the Construction Details at walls, edges, expansion joints, hatches, pipes or curbs:
 - 1. Replace deteriorated sections with new dimensional lumber of the same size.
 - 2. Enhance existing fastening to secure as required.
- C. Install new wood nailers and blocking to achieve thicknesses and elevations required by the Construction Details:
 - 1. Secure to substrate as shown on the Construction Details.
 - 2. Install additional fasteners, as required to counteract minor warpage or variances in substrate, and to hold tight and true to lines.
 - 3. When using multiple nailer courses, weave comers and stagger end joints a minimum of three (3) feet from underlying course.
 - 4. Provide blocking to achieve a minimum of eight (8) inch height above finished roof surface.

3.02 CLEANING

- A. Wood chips, shavings, sawdust, and other debris shall be swept up and removed from the work area daily prior to installation of subsequent roofing components.

END OF SECTION



29 January 2019



29 January 2019

SECTION 07 22 00 - ROOF DECK AND INSULATION

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

1.2 SUMMARY

- A. Section includes roof insulation over the properly prepared deck substrate.
- B. Related Sections:
 - 1. Section 06 10 00 – Rough Carpentry

1.3 REFERENCES

- A. American Society for Testing and materials (ASTM):
 - 1. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.
 - 2. ASTM B29 Standard Specification for Refined Lead.
 - 3. ASTM B32 Standard Specification for Solder Metal.
 - 4. ASTM C165 Standard Test Method for Measuring Compressive Properties of Thermal Insulation.
 - 5. ASTM C1396 Standard Specification for Gypsum Wallboard.
 - 6. ASTM C728 Standard Test Methods for Fire Test of Roof Coverings.
 - 7. ASTM C1289 Standard Specification for Faced Rigid Polyisocyanurate Thermal Insulation.
 - 8. ASTM D5 Standard Test Method for Penetration of Bituminous Materials.
 - 9. ASTM D36 Standard Test Method for Softening Point of Bitumen (Ring and Ball Apparatus).
 - 10. ASTM D312 Standard Specification for Asphalt Used in Roofing.
 - 11. ASTM D4601 Standard Specification for Asphalt-Coated Glass Fiber Base Sheet Used in Roofing.
 - 12. ASTM D5147 Standard Sampling and Testing Modified Bituminous Sheet Material.
- B. Cast Iron Soil Pipe Institute, Washington, D.C. (CISPI)
- C. Factory Mutual Research (FM):
 - 1. Roof Assembly Classifications.
- D. National Roofing Contractors Association (NRCA):
 - 1. Roofing and Waterproofing Manual.
- E. Underwriters Laboratories, Inc. (UL):
 - 1. Fire Hazard Classifications.
- F. Warnock Hersey (WH):
 - 1. Fire Hazard Classifications.
- G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)
- H. Steel Deck Institute, St. Louis, Missouri (SDI)
- I. Southern Pine Inspection Bureau, Pensacola, Florida (SPIB)
- J. Insulation Board, Polyisocyanurate (FS HH-I-1972)
- K. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

1.4 SUBMITTALS

- A. Product Data: Provide manufacturer's specification data sheets for each product in accordance with Division 01 Section Submittal Procedures. 01300.
- B. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.
- C. Provide a sample of each insulation type.
- D. Shop Drawings
 - 1. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.
 - 2. Shop drawing shall include: Outline of roof, location of drains, complete board layout of tapered insulation components, thickness and the average "R" value for the completed insulation system.
- E. Certification
 - 1. Submit roof manufacturer's certification that insulation fasteners furnished are acceptable to the roof manufacturer.
 - 2. Submit roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.

1.5 QUALITY ASSURANCE

- A. Fire Classification, ASTM E-108.
- B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class A for external fire and meets local or nationally recognized building codes.
- C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM 1-90.
- D. Pre-installation meeting: Refer to Division 07 roofing specifications for pre-installation meeting requirements.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.
- B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.
- C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).
- D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

PART 2 – PRODUCTS

2.1 PRODUCTS, GENERAL

- A. Refer to Division 01 Section "Common Product Requirements."
- B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria required.

2.2 INSULATION MATERIALS

- A. Thermal Insulation Properties and Approved Insulation Boards.
 - 1. Rigid Polyisocyanurate Roof Insulation; ASTM C1289: Field of the roof (2 layers)
 - a. Qualities: Rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.
 - b. Thickness: Minimum first layer 2" and second layer 2"
 - c. R-Value Total : Minimum 25.
 - d. Compliances: UL, WH or FM listed under Roofing Systems
Federal Specification HH-I-1972, Class 1.
 - e. Acceptable Products:
 - 1) ENRGY-3; Johns Manville
 - 2) Hytherm; Dow
 - 3) EnergyGuard; GAF
 - 4) Approved Equivalent
 - 2. DensDeck Primed Roof Cover Board
 - a. Qualities: Nonstructural, noncombustible, homogenous composition panel.
 - b. Board Size: Four by four feet (4'x4').
 - c. Thickness: One half (1/2) inch.
 - d. R-Value: .5
 - e. Compliances: UL, WH or FM listed under Roofing Systems.
 - f. Manufacturer: GP

2.3 RELATED MATERIALS

- A. Fiber Cant and Tapered Edge Strips: Performed rigid insulation units of sizes/shapes indicated, matching insulation board or of perlite or organic fiberboard, as per the approved manufacturer.
 - 1. Acceptable Manufacturers:
 - a. The Garland Company, Inc.
 - b. Celotex
 - c. Johns Manville
 - d. GAF
 - e. Approved Equivalent
- B. Protection Board: Pre-molded semi-rigid asphalt composition board one half (1/2) inch.
- C. Roof Board Joint Tape: Six (6) inches wide glass fiber mat with adhesive compatible with insulation board facers.
- D. Roof Insulation Adhesive: OMG Olybond 500 or other FM approved equal.
 - 1. Roof Deck Insulation Adhesive: Single component, low rise foam adhesive as recommended by insulation manufacturer and approved by FM indicated ratings.
 - a. Tensile Strength (ASTM D412).....250 psi
 - b. Density (ASTM D1875).....8.5 lbs./gal.
 - c. Viscosity (ASTM D2556).....8,000 to 32,000 cP.
 - d. 2`Peel Strength (ASTM D903).....17 lb/in.
 - e. 3`Flexibility (ASTM D816).....Pass @ -70°F
- E. Fasteners: Corrosion resistant screw fastener as recommended by roof membrane manufacturer.
 - 1. Factory Mutual Tested and Approved with three (3) inches coated disc for I-90 rating, length required to penetrate metal deck one inch.

PART 3 – EXECUTION

3.1 EXECUTION, GENERAL

- A. Comply with requirements of Division 01 Section “Common Execution Requirements.”

3.2 INSPECTION OF SURFACES

- A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.
1. Verify that work which penetrates roof deck has been completed.
 2. Verify that wood nailers are properly and securely installed.
 3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.
 4. Do not proceed until defects are corrected.
 5. Do not apply insulation until substrate is sufficiently dry.
 6. Broom clean substrate immediately prior to application.
 7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.
 8. Verify that temporary roof has been completed.

3.3 INSTALLATION

- A. Attachment with Mechanical Fasteners to Metal Deck.
1. Approved insulation board shall be fully attached to the deck with an approved mechanical fastening system. As a minimum, the amount of fasteners shall be in accordance with manufacturer's recommendation for FM 1-90 system. Otherwise, a minimum of one fastener per two square feet shall be installed.
 2. Filler pieces of insulation require at least two fasteners per piece if size of insulation is less than four square feet.
 3. Spacing pattern of fasteners shall be as per manufacturer's recommendations to meet the FM requirements. Placement of any fastener from edge of insulation board shall be a minimum of three inches, and a maximum of six (6) inches.
 4. Minimum penetration into deck shall be as recommended by the fastener manufacturer. There is a one (1) inch minimum for metal, wood and structural concrete decks where not specified by the manufacturer. For gypsum and cement-wood fiber decks, penetration shall be determined from pull-out test results with a minimum penetration of one and one-half (1 ½) inches.
- B. Attachment with Insulation Adhesive To Base Layer of Insulation Approved by Factory Mutual (FM).
1. Ensure all surfaces are clean, dry, free of dirt, debris, oils, loose ore embedded gravel, unadhered coatings, deteriorated membrane and other contaminants that may inhibit adhesion.
 2. Apply insulation adhesive directly to the substrate using a ribbon pattern with one half (½) inch wide beads, using either the pail or an automatic applicator, at a rate of one (1) gallon per one hundred (150) square feet.
 3. Immediately place insulation boards into wet adhesive. Do not slide boards into place. Do not allow the adhesive to skin over before installing insulation boards.
 4. Briefly step each board into place to ensure contact with the adhesive. Substrates with irregular surfaces may prevent the insulation board from making positive contact with the adhesive. Relief cuts or temporary weights may be required to ensure proper contact.
 5. All boards shall be cut and fitted where the roof deck intersects a vertical surface. The boards shall be cut to fit a minimum of one quarter (¼) inch away from the vertical surface.

3.4 CLEANING

- A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

3.5 CONSTRUCTION WASTE MANAGEMENT

- A. Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction.

END OF SECTION



29 January 2019

SECTION 07 54 20 – PVC/TPO SINGLE PLY MEMBRANE ROOFING

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes .060 TPO or PVC Membrane, fully adhered single ply roofing system over specified insulation.
- B. Acceptable manufactures:
1. Viking Products – Flex TPO or Weldtite PVC
 2. Carlisle Syntec – Sure Weld or Sure Flex
 3. Sika Sarnifil – Sikaplan
 4. Or Pre-Approved equal.
- C. Scope of work includes, but is not limited to:
1. Remove existing gutters, down spouts, drip edge, and rake metal.
 2. Existing metal substrate to be inspected by District Representative before proceeding.
 - a. Provide price per square foot for metal panel/deck replacement. Include with proposals.
 3. Existing rusted metal substrates to be painted with rust inhibitive paint. Grounds Building to be completely coated while other buildings to have rust areas only painted.
 4. All fiberglass skylights will be removed and replaced with 22 gauge metal panels to extend a minimum of three purlin widths plus 2' (1' overhang beyond each purlin each side of area that skylight was replaced).
 5. Install insulation – 2 layers of 2" polyisocyanurate with minimum R-Value of 25 mechanically fastened to existing metal roof with per ASCE 7-05 Wind Uplift Calculations
 6. Fully adhere in insulation adhesive 1/4" DensDeck Prime per ASCE 7-05 Wind Uplift Calculations
 7. Install fully adhered, PVC or TPO membrane system. Heat weld all seams and perimeter edges.
 8. Install 24 gauge coated (TPO/PVC) metal edge and rake metal at building perimeters.
 9. Install all related flashings at perimeters and the field of the roof per manufacturer's requirements.
 10. Contractor to provide 2 year workmanship warranty.
 11. Manufacturer to provide Fifteen (15) Year, Single Source Warranty to include roofing membrane, metal, flashings and all transition areas.

1.2 SUBMITTALS

- A. Product Data: Provide manufacturer's technical product data for each type of roofing product specified. Include data substantiating that materials comply with specified requirements.
- B. Samples: Submit two (2) samples of the following:
- Membrane
 - Fasteners
 - Insulation
- C. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner under Article 1.5.
- D. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-05, In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article of this specification.
- E. Certificates: Cool Roofing certified by Cool Roof Rating Council.
- F. Shop Drawings: For roofing system. Include plans, elevations, sections, details and attachments to other Work.
- G. Samples: If specifically requested for specified products; required for alternate products.

H. Installer Qualifications: Provide evidence that installers meet the requirements of Article 1.4.

I. Closeout Submittals:

1. O & M Manuals: Maintenance instructions.
2. Guarantee: Provide completed form per Article 1.5.
3. Manufacturer's weekly inspection reports noting issues, corrections, and final inspection photos.

1.3 QUALITY ASSURANCE

A. Installer Qualifications:

1. Minimum of 5 years of experience on similar work; knowledge and understanding of standards referenced herein; skill necessary to perform in compliance with this specification. Installers failing to demonstrate the required experience, knowledge, or skill shall be removed from the project.
2. Written certification from the roofing system manufacturer certifying the applicator is currently authorized for the installation of the specified roof system.
3. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress. Maintain proper supervision of workmen.
4. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.

B. Testing Characteristics: ASCE 7-05 ES-1 Wind Uplift Calculation site and building specific per International Building Code.

C. Applicator-Manufacturer Review: Provide Drawings and Specifications review by Applicator with agent of roofing manufacturer; obtain manufacturer's agreement that specified system is proper for application shown.

D. Manufacturer Participation Requirement:

1. Pre-Application Job-Site Conference: Arranged by Applicator, with a minimum of 2 week advance notice; for review of storage, handling, protection, surface preparation, materials and application specifications; attended by applicator, his foreman, inspector, and manufacturer's agent.
2. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001.

1.4 MANUFACTURER REQUIRED INSPECTIONS

A. When the Project is in progress, the roofing system manufacturer must provide the following:

1. Report progress and quality of the work as observed.
2. Provide job site inspections a minimum of four (4) times throughout the course of construction. Start, middle and end (punch and final).
3. Provide electronic inspection reports submitted for each inspection to the Owner.
4. Report to the Owner in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor's attention.
5. Confirm after completion that manufacturer has observed no application procedures in conflict with the specifications other than those that may have been previously reported and corrected.

1.5 WARRANTY

- A. Manufacturer: Provide Fifteen (15) Year Watertight Warranty on manufacturer's warranty form. Warranty period shall begin on date of acceptance of roofing by Owner.
- B. Provide one (1) warranty by a single approved manufacturer for metal coping system and accessories, single ply membrane roof, underlayment, and transitions between the material types.
- C. Installer: Provide Workmanship Warranty from installing contractor on a required form for a period of two (2) years from date of acceptance by Owner.
- D. *Add Alternate for a 20 year watertight warranty.

PART 2 PRODUCTS

1.6 TPO OR PVC SINGLE-PLY ROOFING

A. Acceptable Products:

- 1. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this section.
- 2. The design is based upon roofing systems by Viking Products, Sika Sarnafil, Carlisle Syntec or pre-approved equal.
 - a. 60 mil Membrane (ASTM D 751)
 - b. Membrane Thickness: (ASTM D 751) 60 mil nominal.
 - c. Thickness over Scrim (ASTM D 4637): 0.381 inches
 - d. Breaking Strength (ASTM D 751): 340 lbf
 - e. Tearing Strength (ASTM D 751): 130 lbf
 - f. Elongation (ASTM D 751): 25
 - g. Factory Seam Strength (ASTM D 1876) 60 lbf/in
 - h. Solar Reflectivity (ASTM E 903) .87
 - i. Emissivity (ASTM E 408) .92

1.7 WALKWAY PAD

- A. PVC/TPO Walkway Roll (180-mil overall, 80-mil bottom of tread, 80-mil at yellow welding edge) or manufacturer's approved equal.
 - 1. Dimensional Conformance Thickness (ASTM D412): MIN 0.160mm, MAX 0.180mm
 - 2. Density, lb/ft³ (ASTM D792): MIN 80.5, MAX 84.3
 - 3. Tensile Strength (ASTM D638): 600
 - 4. Tear Strength (ASTM D624): 100

1.8 NAILERS

- A. Douglas Fir; No. 2 or better, pressure treated; no creosote or asphalt preservatives allowed. Blocking required for new insulation height installed over metal roof panel.

1.9 ROOF BOARD INSULATION

- A. Roof Insulation top layer: DensDeck Prime roof board 4' x 8' max dimension.
 - 1. Thickness: 1/4"
 - 2. Attachment Method: Insulation adhesive: provisions in FMG 4470, designed for fastening roofing insulation to substrate, tested by manufacturer for uplift requirements, and acceptable to roofing system manufacturer.
- B. Roof Insulation Lower two layers over metal roof panel. Polyisocyanurate

1. Thickness - 2 layers - 2" Iso
2. Attachment Method: Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FMG 4470, designed for fastening roofing insulation to substrate, tested by manufacturer for required pullout strength, and acceptable to roofing system manufacturer.

1.10 FASTENERS

- A. Insulation Fastening Plate: A nominal 3-inch metal plate used for insulation attachment in conjunction with the appropriate fastener.
- B. Nails: SFS 2-1/4 inch long wood deck fastener with domed convex stress plate, or Trocal No. 14 1-5/8 inch long fastener with 2 inch round metal barbed stress plate.

1.11 SOLVENT, SEALANT, AND ADHESIVES

- A. VOC Bonding Adhesive: Solvent-based contact adhesive that allows bonding of membrane to various porous and non-porous substrates. As recommended by the manufacturer to meet or exceed required wind calculations.
- B. Urethane Sealant: Tuff Stuff One part, non-sag sealant as recommended and furnished by the membrane manufacturer for moving joints.
 1. Tensile Strength (ASTM D412) 250 psi
 2. Elongation (ASTM D412) 950%
 3. Hardness, Shore A (ASTM C920) 35
 4. Adhesion-in-Peel (ASTM C920) 30 pli
- C. Rust Inhibitive Paint – Rust Go Primer as manufactured by the Garland Company.

PART 3 EXECUTION

1.12 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- C. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- D. Do not commence Work until all other work trades have completed jobs that require them to traverse the deck on foot or with equipment.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

1.13 PREPARATION

- A. Do not apply roofing, on wet application surface, or when temperature of deck less than 40 degrees F.
- B. Provide entire roof system including treated wood nailers, Single-ply coated sheet metal, and coordination of items such as roof drains, sumps, jacks, etc.
- C. Protect adjoining materials from stains particularly around perimeter of building.
- D. Deck surface swept clean and dry; keep free of loose and foreign materials.

1.14 INSTALLATION

- A. Install in conformance with referenced standards, manufacturer's written directions, as shown, and as specified.
1. Mechanically fasten insulation to the metal panel with the required mechanical attachment in accordance with the manufacturer's current application guidelines and ASCE 7-05 fastening pattern.
 2. Securely attach insulation to the roof deck for Adhered Roofing Systems. Attachment must have been successfully tested to meet or exceed the calculated uplift pressure required by The International Building Code (ASCE 7-05)
- B. Application; Adhered system over wood roof deck
1. Position PVC/TPO membrane over properly installed cover board. Fold membrane sheet back lengthwise so half the underside of the membrane is exposed.
 2. Apply bonding adhesive in accordance with the manufacturer's published instructions, to the exposed underside of the membrane and the corresponding substrate area. Do not apply bonding adhesive along the splice edge of the membrane to be hot air welded over the adjoining sheet. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
 3. Roll the coated membrane into the coated cover board while avoiding wrinkles. Brush down the bonded section of the membrane sheet immediately after rolling the membrane into the adhesive with a soft bristle push broom to achieve maximum contact.
 4. Fold back the unbonded half of the sheet lengthwise and repeat the bonding procedures.
 5. Position adjoining sheets to allow a minimum overlap of 2 inches.
 6. Hot-air weld the PVC/TPO membrane sheets using the Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's hot air welding procedures.
 7. Continue to install adjoining membrane sheets in the same manner, overlapping edges a minimum of 2 inches and complete the bonding procedures as stated previously.
- C. Hot Air Welding
1. All field seams exceeding 10 feet in length shall be welded with an approved automatic
 2. welder.
 3. All field seams must be clean and dry prior to initiating any field welding.
 4. Remove foreign materials from the seams (dirt, oils, etc.) with Acetone or authorized alternative. Use CLEAN WHITE COTTON cloths and allow approximately five minutes for solvents to dissipate before initiating the automatic welder. **Do not use denim or synthetic rags for cleaning.**
 5. All welding shall be performed only by qualified personnel to ensure the quality and continuity of the weld membrane patch.
- D. Hand Welding
1. The lap or seam area of the membrane should be intermittently tack welded to hold the membrane in place.
 2. The back "interior" edge of the membrane shall be welded first, with a thin, continuous weld to concentrate heat along the exterior edge of the lap during the final welding pass.
 3. The nozzle of the hand held hot air welder shall be inserted into the lap at a 45° angle to the lap. Once the polymer on the material begins to flow, a hand roller shall be use to apply pressure at a right angle to the tip of the hand welder. Properly welded seams shall utilize a 1-1/2 inch wide nozzle, to create a homogeneous weld, a minimum of 1-1/2 inches in width.
 4. Smaller nozzles may be used for corners, and other field detailing, maintaining a minimum 1 inch weld.
- E. Automatic Machine Welding
1. Follow all manufacturers' instructions for the safe operation of the automatic welder.
 2. Follow local code requirements for electric supply, grounding and surge protection.
 3. The use of a dedicated, portable generator is highly recommended to ensure a consistent electrical supply, without fluctuations that can interfere with weld consistency.
 4. Properly welded seams shall utilize a 1-1/2 inch wide nozzle, to create a homogeneous weld, a minimum of 1-1/2 inches in width.

F. Installer Inspections

1. The job foreman and/or supervisor shall initiate daily inspections of all completed work which shall include, but is not limited to the probing of all field welding with a dull pointed instrument to assure the quality of the application and ensure that any equipment or operator deficiencies are immediately resolved.
2. Ensure that all aspects of the installation (sheet layout, attachment, welding, flashing details, etc.) are in strict accordance with the most current Manufacturer's Roofing Systems Specifications and Details.
3. Excessive patching of field seams because of inexperienced or poor workmanship will not be accepted at time of FINAL INSPECTION FOR WARRANTY ACCEPTANCE.

G. Metal Flashings:

1. General: Fabricate and install per manufacturer's recommendations. Install PVC/TPO coated metal flashing at intersections of roofs with sloped or vertical surfaces, roof interruptions and penetrations.
2. Base Flashing: Extend up vertical surfaces 6 inches, minimum, and onto the horizontal roof surfaces not less than 3 inches, unless otherwise noted. Provide PVC/TPO coated metal flashing with 2 inches minimum overlap of roofing membrane; heat weld in the horizontal plane, with subsequent sealing of seams with sealant.
3. All perimeter edge details are to be fabricated from PVC/TPO Clad Metal.
4. Ensure all fascia extend a minimum of 2 inch lower than the bottom of the wood nailers. Metal fascia extender required to cover new nailers.
5. Fasten all metal flashing to wood nailers or approved substrate with approved fasteners 8 inches on center.
6. Break and install PVC/TPO Clad metal in accordance with approved details, ensuring proper attachment, maintaining 1/2 inch expansion joints and the installation of a minimum 2 inch bond breaker tape prior to sealing the joint.
7. Solidly weld PVC/TPO Clad expansion joints with a 6 inch strip of PNV/TPO membrane welded to the Clad Metal, covering the bond breaker tape.

H. Walkways

1. Install walkways at all traffic concentration points (ie. roof hatches, access doors, rooftop ladders, complete pathways to units, etc.) and all locations as identified on the drawings.
2. Cut rolls into maximum 10' length with 1" minimum gap between adjacent pieces to allow for water drainage. Cut the walkway so a 4" minimum gap is created over any field splices. (Since the attachment of the walkway to the membrane is permanent, this will allow access to the field seam.
3. Hot air weld in accordance with the manufacturer's specifications. Allow walkway to relax prior to welding in place.

1.15 FIELD QUALITY CONTROL

- A. Perform field inspection and testing as required under provisions of Division 01 Section Quality Requirements & manufacturers recommendations.
- B. Heat weld test cuts will be required. One (1) test cut per 5,000 square feet will be required.
- C. Correct defects or irregularities discovered during field inspection.
- D. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system a minimum of four (4) days during the installation of the membrane. A copy of the specification should also be on site at all times.

1.16 CLEANING

- A. Keep premises free from accumulation of waste and debris. At completion of installation remove surplus materials and debris.
- B. At completion, clean exposed surfaces in a manner that will not damage finish.

1.17 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer's representative and other representatives directly concerned with performance of roofing system.
- B. Walk roof surface areas of the building, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. The roofing system manufacturer reserves the right to request a thermographic scan of the roof during final inspection to determine if any damp or wet materials have been installed. The thermographic scan shall be provided by the Roofing Contractor.
- D. If core cuts verify the presence of damp or wet materials, the Roofing Contractor shall be required to replace the damaged areas at his own expense.
- E. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- F. Notify the Contractor and Owner upon completion of corrections.
- G. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

END SECTION



29 January 2019



29 January 2019

SECTION 00 70 00 - GENERAL CONDITIONS

PART 1 - GENERAL

1.1 DEFINITIONS

- A. The contract document consists of the AGREEMENT, the GENERAL CONDITIONS of the contract, the DRAWINGS and the SPECIFICATIONS, including all revisions hereto.
- E. The Owner, the Contractor and the Owner's Representative shall be indicated as such throughout these documents. The term Contractor as used herein shall designate the successful bidder(s) to whom the roof contract is awarded.
- F. The term Owner shall be understood to be **Hays Consolidated ISD**.
- G. The term Owner's Representative shall be understood to mean the representative of the primary material manufacturer.

1.2 OWNER'S REPRESENTATIVE STATUS

- A. The Owner's Representative shall have general Rights of Inspection of the work and is the agent of the Owner in all matters pertaining to the work as provided in the Contract Documents. The Owner's Representative has the authority to stop work whenever such stoppage may be necessary to ensure the proper execution of the contract and shall have authority to reject any and all materials, whether worked or unworked, if such materials are not in accordance with the plans and specifications.

1.3 CONDITION OF SITE

- A. The bidders shall visit the site before submitting their bids and determine the field conditions affecting their work. In considering the bids, the Owner will assume that the bidders are aware of all items, pertinent to their work and have made allowance for same in their bids.

1.4 VERIFICATION OF DIMENSIONS AND ELEVATIONS

- A. Dimensions and elevations indicated on the drawings in reference to existing structures or utilities are the best available data obtainable but are not guaranteed by the Owner's Representative and the Owner's Representative will not be responsible for their accuracy. Before bidding on any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, lines, levels or other conditions of limitations at the site to avoid construction errors. If any work is performed by the Contractor or any of his/her sub-contractors prior to adequate verification or applicable data, any resultant extra cost for adjustment of work as required to conform to existing limitations, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

1.5 PROTECTION OF OWNER'S OPERATIONS

- A. The Contractor shall erect such barriers, tarpaulins, doors, etc., as may be necessary to protect the Owner's operations while work is in progress. Any such openings that are essential to carrying on the work shall be securely closed by the Contractor when not in use to protect the Owner's operations.

1.6 PROTECTION OF WORK AND PROPERTY

- C. The Contractor shall maintain adequate protection of all his/her work from damage and shall protect the Owner's and adjacent property from injury or loss arising from this contract. He/she shall provide and maintain at all times any danger signs, guards and/or obstructions necessary to protect the public and his/her workmen from any dangers inherent with or created by the work in progress. He/she shall hold the Owner harmless from any loss arising due to injury or accident to the public or his/her workmen, or from theft of materials stored at the job site. All materials will be stored in locations other than on roof surfaces except as necessary and shall then be placed on plywood or other type of material to protect the roof surface at all times.

- E. Before starting any work, the Contractor shall protect all grounds, copings, paving and exterior of all buildings where work will be performed.
- F. In those areas where materials and/or hot asphalt will be raised to the roof area, a protective covering shall be placed from the base of the wall extending up and over the top edge of the roof. This coverage shall be wide enough to assure that the exterior walls do not become stained or soiled during roofing operations.
- G. Any areas of the building or grounds which have become stained or damaged in any way shall be repaired or replaced by the Contractor prior to the final inspections. The method of repair used must be acceptable to both the Owner and the Owner's Representative.

1.7 MATERIAL STORAGE AND CLEAN-UP

- H.** The Contractor shall keep the premises free from rubbish at all times and shall arrange his/her material storage so as not to interfere with the Owner's operations. At the completion of the job, all the unused material and rubbish shall be removed from the site. The ground shall be raked clean and the building shall be broom cleaned. If the Contractor refuses at any time to remove his/her debris from the premises, or to keep the working area clean, such cleaning will be completed by the Owner and deducted from the balance due the Contractor.
- I.** The Contractor shall also remove drippage of bitumen or adhesive from all walls, windows, floors, ladders and finished surfaces. Failure to do so will result in the work being done by others and the cost shall be deducted from the balance due the Contractor.
- J.** Materials must be delivered with manufacturer's label intact and legible. Labels must be affixed to the outside of the package stating the type of product, name and address of the manufacturer. All materials shall be stored and protected against weather, vandalism, and theft. Any materials found to be damaged or missing shall be replaced by the Contractor at no cost to the Owner.

1.8 INSPECTION OF WORK

- A. Where the drawings or specifications require the inspection and approval of any work in progress by the Owner's Representative, the Contractor shall give that Representative ample notice to allow for scheduling the inspection, which shall be made promptly to avoid delay of work. If work has progressed without the required inspections or approval by the Representative, it shall be uncovered for inspection at the Contractor's expense.
- B. Uncovering of work not originally inspected, or uncovering questioned work may be ordered by the Owner's Representative and it shall be done by the Contractor. If examination proves such work to be incorrectly done or not done in accordance with the plans and specifications, the Contractor shall bear all cost of the reexamination. If the work is proven correctly installed, all such expense shall be borne by the Owner.

1.9 INSPECTION OF WORK IN PROGRESS AND UPON COMPLETION

- A. If directed by the Owner's Representative, the Contractor shall cut not more than four (4) cores, of approximately 200 square inches each, from every newly constructed roof area, in order to establish the amount of materials used per square foot, and shall restore all such areas to sound and watertight conditions as prior to the core testing.
- B. In the event that such core cuts disclose any deficiency in materials, or soundness of construction, the Contractor shall, at his/her own expense, apply additional materials or otherwise correct the deficiencies to the satisfaction of the Owner's Representative.
- C. Noncompliance with the terms of this specification and ensuing contract can result in either the cancellation of the contract, or complete replacement of the defective areas at the Contractor's expense. In the event of cancellation, the Owner will not be obligated to compensate the Contractor for any work undertaken in a defective manner.
- D. Damages caused by water infiltration resulting from the failure of the Contractor to secure each day's work in a weather tight manner, will be corrected at the Contractor's expense. Included as damages will be all labor costs incurred by the Owner as a result of such water infiltration.

- E. The Owner will require the Owner's Representative to examine the work in progress, as well as upon completion, in order to ascertain the extent to which the materials and procedures conform to the requirements of these specifications and to the published instructions of the Manufacturer.
- F. The authorized Owner's Representative shall be responsible for:
 - 1. Keeping the Owner informed on a weekly basis as to the progress and quality of the work;
 - 2. Calling to the attention of the Contractor those matters he/she considers to be in violation of the contract requirements;
 - 3. Reporting in writing to the Owner any failure or refusal of the Contractor to correct unacceptable practices;
 - 4. Conducting preliminary and subsequent job-site meetings with the Contractor's official job representative;
 - 5. Supervising the taking of test cuts, and the restoration of such areas;
 - 6. Rendering any other inspection services which the Owner may designate
 - 7. Certifying, after completion of the work, the extent to which the Contractor has complied with these specifications as well as to the published instructions of the Manufacturing Company.
 - 8. Provide inspections (by a full time employee of the primary roofing manufacturer) a minimum of 2 days per week.
- G. The presence and activities of the Owner's Representative shall in no way relieve the Contractor of his/her contractual responsibilities.

1.10 MISCELLANEOUS UTILITIES

- A. Electrical power will be furnished by the Owner for small tools only. All connections to the electrical system will be furnished by the Contractor.
- B. Water for concrete, mortar, washing and drinking purposes will be furnished by the Owner. Any connections to the water system shall be completed by the Contractor.
- C. At the completion of the work, or when the above connections are no longer required, the Contractor shall remove all connections and leave the facilities in a condition at least as satisfactory as prior to the commencement of his/her work.
- D. Toilet facilities will be provided by the Contractor. The Contractor will be responsible for supplying a portable toilet on the job-site. The Contractor's personnel are not permitted to enter the building without proper authorization from the Owner or Owner's Representative.

1.11 CHANGES OR EXTRA WORK

- A. The Owner may, without invalidating the original contract, order such changes or additions as may from time to time be deemed desirable. In so doing, the contract price shall be adjusted, as stated below, with all work being done under the conditions of the original contract except for such adjustments in extension of time as may be acceptable to the Owner. The value of such extra work shall be determined in one of the following ways:
 - 1. By firm price adjustment;
 - 2. By cost plus with a guaranteed maximum;
 - 3. By cost with a fixed fee; or
 - 4. By unit cost.
- B. If agreement is reached that the extra cost shall be handled as per methods 2, 3, or 4, the Contractor shall keep and compile a correct amount of the cost together with such vouchers, etc., as may be necessary to substantiate same for presentation to the Owner. The Owner's Representative shall have authority to make minor job changes or additions as may be necessary to expedite the job providing such changes do not involve additional material cost. No major change or addition shall be made except upon receipt by the Contractor of a signed order from the Owner authorizing such a change. No claims for an extra to the contract price shall be valid unless so authorized.
- C. All work covered by unit prices submitted by the Contractor in his/her proposal must be covered by a written work order. The Owner's Representative will prepare the work order in triplicate covering the quantity of work and the total cost of the work. The work order which will be written at the end of each day, will be signed by the Owner's Representative and the Contractor's foreman and/or superintendent.

1.12 CORRECTION OF WORK PRIOR TO FINAL PAYMENT

- A. The Contractor shall promptly remove any work that does not meet the requirements of the plans and specifications or is incorrectly installed or otherwise disapproved by the Owner or the Owner's Representative as failing to meet the intent of the plans and specifications. The Contractor shall promptly replace any such work without expense to the Owner and shall bear the cost of making good all work of other contractors, or the Owner, destroyed or damaged by such removal or replacement.

1.13 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. The Contractor shall guarantee all materials and workmanship for two (2) years from date of final payment of the contract by the Owner. Any defects which may arise during this period shall be promptly repaired by the Contractor including any damage done to the Owner's property due to such defects.

1.14 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deem it unacceptable to have the Contractor correct work which has been incorrectly done, a deduction from the contract price shall be agreed upon therefore. Such a deduction from the contract price shall in no way affect the Contractor's responsibility for defects which may occur nor his/her ability for correcting them, and damage caused by them.

1.15 LIENS

- A. The Contractor shall furnish him/her with a release in full of all liens arising out of this contract or in lieu thereof, and receipts in full for all materials and labor on the job. In either case, the Contractor shall furnish an affidavit that the liens or receipts include all the labor and material for which a lien could be filed. In lieu of the above, the Contractor may at his/her option furnish a bond to indemnify the Owner against all hazard of liens. Neither part nor final payment shall in any way release the Contractor from the above obligation and in the event that part or full payment has been made and any lien remains undischarged, the Contractor shall refund to the Owner the necessary funds to discharge such a lien including all cost and attorney's fees.

1.16 JOB CONDITIONS

- A. All surfaces to be covered shall be smooth, dry, and free from dirt, debris, and foreign material before any of this work is installed. Pumping equipment shall be located on the ground at a safe distance from building; the location being subject to the approval of the Owner. The Contractor shall be responsible for guarding against fires, and shall provide suitable fire extinguishers conveniently located at the site. Competent operators shall be in attendance at all times equipment is in use. Materials shall be stored neatly in areas designated by the Owner and dispersed so as to present a minimum fire hazard. Loads placed on the roof at any point shall not exceed the safe load for which the roof is designed.
- B. There is NO SMOKING or tobacco products are allowed on any school property and the Contractor shall be responsible for enforcement of this job rule at all times with his/her personnel.
- C. The Contractor should be aware of Owner's property when tearing off the existing roof. This is required for removal of dirt, silt, debris, roof membrane and insulation from the roof surface in order to preserve the ecology, eliminate unsightly conditions and protect building surfaces. Specific locations will be discussed at the pre-bid conference.
- D. Rolled Roofing Materials: All rolled roofing materials must be stored standing on end on a pallet or otherwise raised off of the roof. The materials are to be covered in a proper manner to assure that they will not become wet prior to application. Any materials that becomes wet or damaged must be removed from the job-site and replaced at the Contractor's expense.
- E. Asphalt Kettle: Placement of the kettle shall be in a position so as not to interfere with the ongoing operations of the Owner. The asphalt to be used must be placed on a protective covering of some type until it is raised to the roof. A minimum of two (2) fire extinguishers and "Fire Out" must be adjacent to the kettle. Fume recovery systems must be in working order and provided on all kettles

- F. Ladders: Any ladders used on this project must be in good condition. The ladder must also be secured at the roof line at all times while in use. All ladders must be O.S.H.A. approved.
- G. No drugs or alcoholic beverages are permitted on school property.
- H. The Contractor shall place necessary barriers and/or protection around or under all work areas where his/her operations involve risk of injury to plant personnel.
- I. The Contractor will also protect the building structure from damage in the process of the job. In the event that damage does occur to any property or equipment, or the Owner's work in process, notification must be made within two (2) working days of the incidents to the Owner and Owner's Representative.
- K. During the progress of the job, if waste material and rubbish are found or damage resulting from the Contractor's operations is found, or the Contractor does not comply with the requirement by keeping the premises free of accumulations and correct the damage, it shall be the Owner's prerogative to hire personnel to do so; and the cost of this work will be deducted from the balance due the Contractor.
- K. Existing roof top equipment walls, windows, etc. shall be completely protected by masking or other effective methods. Any mastics or asphalt must be cleaned off metal surfaces.
- L. The Contractor is responsible for protecting all materials from the elements. If any material, such as insulation, becomes wet, it cannot be installed and must be replaced at the Contractor's expense. NOTE: Insulation and rolled roofing materials must be covered with waterproof tarps at the end of each work day. Plastic wrappers supplied by the insulation manufacturer are not acceptable substitutes for tarps. The Owner's Representative will reject any covering method or material which does not adequately protect roofing materials.
- M. Anyone guilty of willful destruction or unlawful removal of company property will be dismissed from the job and is subject to prosecution by law.
- N. Any lawns damaged by Contractor's vehicles will be restored with a stand of grass at the Contractor's expense. Any damaged pavements will likewise be restored at the Contractor's expense.
- O. The Contractor must verify that all materials can be installed to accommodate the building design, pertinent codes and regulations, and the manufacturer's current recommendations.
- P. The Contractor will ensure that all substrates are clean, dry, sound, smooth, and free of dirt, debris, and other contamination before any materials are supplied.
- Q. Any isolated areas that must be torn off and replaced will be built-up to the height of the existing roof prior to the installation of the new roofing membrane system.

1.17 WORKMANSHIP

- A. All materials will be securely fastened and placed in a watertight, neat and workmanlike manner. All workmen shall be thoroughly experienced in the particular class or work upon which they are employed. All work shall be done in accordance with these specifications and shall meet the approval of the Owner or Owner's Representative. The Contractor's representative or job supervisor shall have a complete copy of specifications and drawings on the job-site at all times.
- B. Contractor shall plan and conduct the operations of the work so that each section started on one day is complete and thoroughly protected before the close of work for that day.

1.18 INSULATION

- A. Insulation shall have accurate dimensional stability so as to properly conform to the surfaces of the roof, cants, curbs, pipes, etc. Joints between boards shall be tight and insulation shall be held back ½" from vertical surfaces and sumps. Insulation shall be protected from the weather at all times. No more insulation shall be laid than can be completely covered with roof materials on the same day. A base sheet shall not be considered as a proper weather barrier.

- B. Insulation that becomes wet during or after installation shall be removed and replaced with dry insulation. If roofing is in place, the roofing shall be also replaced. All replacing work shall be done at no added cost to the Owner.

1.19 ROOF DECK

- A. Contractor shall notify the Owner or Owner's Representative of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier, if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

1.20 SAFETY

- A. Contractor shall conform to requirements as designated by the United States Federal Government (O.S.H.A.). Contractor shall abide by all regulations as outlined in the O.S.H.A. handbook and shall have a handbook on location at all times.
- B. Contractors hereby acknowledged that they and their workers have undergone Safety Training and shall at all times act in compliance with all NRCA recommended safety compliance rules and regulations.

1.21 INSURANCE

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by Contractors for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.
 - 1. **THE CONTRACTOR AGREES TO INDEMNITY AND SAVE THE OWNER AND OWNER'S REPRESENTATIVE HARMLESS FROM AND AGAINST ANY AND ALL COSTS, LOSS AND EXPENSE, LIABILITY DAMAGES, OR CLAIMS FOR DAMAGES, INCLUDING COST FOR DEFENDING ANY ACTION, ON ACCOUNT OF ANY INJURY TO PERSONS (INCLUDING DEATH) OR DAMAGE TO OR DESTRUCTION OF PROPERTY OF THE OWNER, ARISING OR RESULTING FROM THE WORK PROVIDED FOR OR PERFORMED, OR FROM ANY ACT, OMISSION, OR NEGLIGENCE OF THE CONTRACTOR, SUBCONTRACTOR AND THEIR AGENTS OR EMPLOYEES. THE FOREGOING PROVISIONS SHALL IN NO WAY BE DEEMED RELEASED, WAIVED OR MODIFIED IN ANY RESPECT BY REASON OF ANY INSURANCE OR SURETY PROVIDED BY THE CONTRACTOR.**
 - 2. All sub-contractors are required to file Certificates of Insurance properly completed and signed by an authorized insurance company representative before their work commences on the job or job site. No monies will be paid until the acceptable certificates are on file with the Contractor. Such certificates shall provide that there will be no cancellation, reduction or modification of coverage without thirty (30) days prior written notice to the Contractor. In the event such certificates are not provided to the Contractor prior to commencement of work, Contractor's failure to demand such certificates shall not be deemed a waiver of Subcontractor's requirement to obtain the subject insurance.

The Contractor shall provide and maintain standard fire, extended coverage perils, vandalism and malicious mischief insurance to protect the interest of both the Contractor and the Owner for materials brought into the job or stored on the premises. Such insurance shall be for 100% of the insurable value of the work to be performed including all items of labor and materials incorporated therein, materials stored at the job-site to be used in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the Contractor, the cost of which are included in the direct cost of the work. This insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties, or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.

- 3. In accordance with Section (1.21), the Contractor and subcontractor(s) shall maintain the following insurance:
 - a. Workmen's Compensation and Employer's Liability Insurance affording:
 - 1. Protection under the Workmen's Compensation Law of the States in which the work is performed; and
 - 2. Employer's Liability protection subject to a minimum limit of \$100,000.

b. Comprehensive General Liability Insurance in amounts not less than:

Personal Injury	\$1,000,000 per person
(including bodily injury)	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

c. Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury	\$1,000,000 per person
	\$1,000,000 per occurrence
Property Damage	\$1,000,000 per occurrence

d. This insurance shall:

1. Include coverage for the liability assumed by the Contractor under this section (section 1.21.A.1) (Indemnity);
3. Includes coverage for:
 - vi. Premises, operations and mobile equipment liability.
 - vii. Completed operations and products liability.
 - viii. Contractual liability insuring the obligation assumed by the subcontractor in this agreement.
 - ix. Liability which subcontractor may incur as a result of the operations, acts or omissions of subcontractors, suppliers or materialmen and their agents or employees; and
 - x. Automobile liability including owned, non-owned and hired automobile.

All coverage will be on an occurrence basis and on a form acceptable to the Contractor.

3. Include completed operation coverage which is to be kept in force by the Contractor for a period of not less than one year after completion of the work provided for or performed under these specifications;
4. Not be subject to any of the special property damage liability exclusions commonly referred to as the exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
5. Not be subject to any exclusion of property used by the insured or property in the case, custody or control of the insured or property as to which the insured for any purpose is exercising physical control; and
6. The Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
7. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the Owner thirty (30) days prior written notice or cancellation of any material change in the insurance. **The certificate of insurance shall name Hays CISD and its Board of Trustees as additional insured.**

1.22 WORK HOURS AND DAYS

- A. When the bid is awarded, the Contractor will contact the Owner's Representative to arrange the work schedule and the hours of the day that the workmen may be on the building. The job is to be bid under the assumption that all work will be performed on a straight time basis.

1.23 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

1.24 OWNER'S RULES

- A. The Contractor and all his/her personnel/agent(s) shall abide by all rules created by the Owner. The Contractor must contact the Owner's Representative for specific information regarding the rules governing all operations of the project.
- B. The Contractor shall properly notify all employees of conditions relating to roof areas with very poor condition and which will be worked on. After such notification, the Contractor must take all necessary precautions to ensure the safety of his/her employees as well as the building personnel.
- C. THE CONTRACTOR SHALL "HOLD HARMLESS" THE MATERIAL MANUFACTURER AND HAYS CONSOLIDATED ISD, AGAINST ANY LITIGATION ARISING FROM ANY ACCIDENTS DURING THE COURSE OF THE CONTRACT.

1.25 SAFETY AND ECOLOGY

- A. The Contractor(s) shall conform to the requirements as designated by the United States Federal Governments (e.g., O.S.H.A.).

1.26 ANTI-DISCRIMINATION IN EMPLOYMENT

- A. Contractors and subcontractors shall not discriminate against any employees or applicant for employment, to be employed in performance of his/her contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, gender, sexual preference, religion, national origin, or ancestry.

PART 2 - INSTRUCTIONS TO BIDDERS

2.1 WITHDRAWAL OR MODIFICATION OF BID

- A. Any Bidder may withdraw his/her bid at any time before the scheduled closing date of the bid by appearing in person or by sending an authorized representative of the Bidder. An appointment should first be scheduled by calling the Owner's Representative. The Bidder or his/her representative shall be asked to sign, in writing that the bid was returned to him/her. After the withdrawal from the contract, the Bidding Contractor may not resubmit them.

2.2 BID OPENINGS

- A. Bids will be opened publicly and read aloud at the published date and time. Notice of award will be made by written correspondence.

2.3 QUESTIONS

- A. Inquiries and requests for information affecting the Bid must be in writing and shall be directed to Jennifer Ornelas, Buyer, via email (jennifer.ornelas@hayscisd.net). **To provide HCISD sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by February 8, 2019.** Contact with HCISD personnel other than Jennifer Ornelas or her designee regarding this solicitation may be reason for elimination from the selection process. Any prospective respondent detecting a conflict or ambiguity in the Bid should notify the Director of Purchasing, in writing, setting forth the grounds of the alleged conflict or ambiguity and requesting the issuance of a clarifying addendum. If HCISD believes that clarification is necessary or proper, a clarifying addendum will be distributed to all prospective vendors. HCISD will not be bound by any oral or other informal explanation of the requirements of the Bid documents.
- B. If the Contractor feels a conflict exists between what is considered good roofing practice and these specifications, he/she shall state in writing all objections prior to submitting quotations.
- C. It is the Contractor's responsibility, during the course of the work, to bring to the attention of the Owner's Representative any defective membrane, insulation or deck discovered which has not been previously identified.

2.4 RESPONSIBILITY FOR MEASUREMENTS AND QUANTITIES

- A. The Bidding Contractors shall be solely responsible for all accuracy of all measurements and for estimating the material quantities required to satisfy these specifications.

2.5 DISCREPANCIES AND ADDENDA

- A. Should a Bidder find any discrepancies in the Drawings and Specifications, or should he be in doubt as to their meaning, he/she shall notify the Owner's Representative at once, who will send a written Addendum to all Bidders concerned. Oral instructions or decisions, unless confirmed by Addenda, will not be considered valid, legal or binding.
- B. No extras will be authorized because of the Contractor's failure to include work called for in the Addenda in his/her bid.
- C. It shall be the responsibility of all Bidders to call to the Owner's Representative's attention at the pre bid meeting, any discrepancies which may exist between or with any of the contract documents, or any questions which may arise as to their true meaning.
- D. Modifications to the specifications (if necessary) will be followed by an addendum; no verbal discussions or agreements shall be recognized.

2.6 COMPETENCY OF THE BIDDER

- A. To enable the Owner to evaluate the competency and financial responsibility of a Contractor, the Bidders shall furnish the information indicated in Section 5.0 below, entitled Contractor's Qualification Statement, which shall be sworn to under oath by him/her or by a properly authorized representative of the Bidder.

2.7 DISQUALIFICATION OF BIDDERS

- A. Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of his/her bid(s):
 1. Evidence of collusion among Bidders;
 2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted;
 3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history;
 4. Uncompleted work under other contracts which, in the judgment of the Owner, might hinder or prevent the prompt completion of additional work if awarded; or
 5. Being in arrears on existing contracts, in litigation with an Owner, or having defaulted on a previous contract.

2.8 NOTICE OF AWARD

- A. The award of this contract for the work is contingent upon receipt of an acceptable bid. Any part of or all bids may be rejected. All bids shall be good for a period of sixty (60) days following the date the bids are due. The contract shall be deemed as having been awarded when the formal notice of acceptance of his/her proposal has been duly served upon the intended awardee by an authorized officer or agent of the Owner.

2.9 WARRANTY

- A. A written warranty which will commence from date of acceptance by Manufacturer must be supplied with the roof installation. This warranty will cover all defects in workmanship and materials. Damages caused by storm, vandalism and other trades are not included in the warranty. This warranty shall be from the manufacturer for a period of 10 years (material only warranty for sealants).

- B. A two (2) year workmanship warranty is required from the Contractor for all remedial maintenance done under the terms of this contract. Workmanship warranty IS required on all replacement and repairs.

2.10 START AND COMPLETION DATE

- A. Work shall begin within thirty (30) days from the award of this contract, or as agreed upon by the parties.
- B. All work as required in these specifications and drawings shall be completed within sixty (60) days of the start date, or as agreed upon by the parties.
- C. Unless work is hampered by long periods of inclement weather, by due proof of material unavailability, or by strike, the Owner will assess a penalty in the amount of \$450.00 a day for each day beyond the agreed completion date.
- D. The Contractor is responsible for supplying trained workmen in proper numbers and for scheduling and laying out his/her work, so that it will be started and completed in a professional manner within the time period indicated on his/her Proposal form.
- E. If the Contractor sets equipment onto the job-site without commencing work immediately, the action will be considered "Spiking the job" which is unacceptable and will be considered a breach of contract by the Contractor; thereby, the contract will be terminated and the Contractor at no cost to the Owner, must remove his/her equipment and possessions from the job-site upon notification by the Owner.

2.11 PAYMENT

- A. Payment for materials shall only be made after the material has been delivered to the job-site. An invoice for the material must be presented to the Owner for payment. Materials are not to be delivered to the job-site until the project is ready to begin. The Contractor must provide a release of lien from the Material Manufacturer. Subsequent requests for payment can be made monthly. Final payment for the project will be made following completion, after the final inspection has been made and an invoice presented to the Owner. A 10% retainer shall be held until delivery of the warranty.
- B. When the job in progress is interrupted for two (2) weeks or longer by causes beyond the Contractor's control such as a strike, weather, acts of God, etc., the Owner agrees to pay, upon request of the Contractor, a price equivalent to the percentage of work completed at that time. Regular progress payments shall be made for labor and/or materials.
- C. Each invoice shall be accompanied by a detailed estimate of the amounts and values of labor expended and materials purchased up to the last day of the preceding month. The amount of the invoice shall not exceed ninety percent (90%) of the labor and material values estimated for the preceding month.
- D. Such payments shall be viewed by both parties as progress payments and shall not in any way relieve the Contractor of performance obligations under this contract, nor shall such payments be viewed as approval or acceptance of work performed under this contract.
- E. Final payment shall be withheld until all provisions of the specifications are met, including all necessary cleanup, and the Owner receives written verification of completion.
- F. Upon completion of the job, the Owner, the Owner's Representative, and the Contractor will make final inspection of the work done, and the Owner's Representative will sign a completion slip authorizing final payments.
- G. All payments for material used in the execution of this contract can be made by a check issued jointly, payable to the Contractor and Owner's Representative if requested by Owner's Representative.
- H. If requested by the Owner and/or Owner's Representative, the Contractor shall provide a Letter of Credit from the bank to secure payment to material supplier.
- I. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier prior to release of order.

- J. If requested by the Owner and/or Owner's Representative, a certified check shall be paid by the Contractor to material supplier via common carrier upon receipt of delivery.
- K. Contractor shall have a pre-approved line of credit from the material supplier.
- L. Final payment shall be made to the Contractor no later than thirty (30) days after job approval, providing the Contractor submits waivers of lien with his/her final invoice indicating that all suppliers have been paid.

2.12 PERFORMANCE AND PAYMENT BOND

- A. The successful Contractor will be responsible for securing a performance and payment bond from an acceptable bonding company. The cost of the bond will be paid directly by the Contractor. Contractor has to identify his/her bonding company and agent, submitting this documentation with his/her proposal. Note: See "Instruction to Bidders."
- B. Financial documentation prescribed by the Owner to ensure that the Contractor is financially sound and capable of supporting the project to its conclusion.
- C. If the successful Bidder is incorporated, an affidavit authorizing persons to sign for the Corporation. This should be in the form of minutes of the meeting of the Board of Directors, authorizing person or persons to sign for this contract work and indicating a quorum being present.

2.13 TERMINATION BY THE OWNER FOR CAUSE

- A. The Owner may terminate the contract and finish the work by whatever reasonable method he/she deems expedient if the Contractor:
 - 1. Persistently or repeatedly refuses to supply specified materials or to provide enough skilled workers to ensure the project will be completed within the time period indicated on his/her Proposal form;
 - 2. Fails to make payment to sub-contractors and/or suppliers for labor and materials as stipulated in the contract documents; and
 - 3. Is guilty of substantial breach of a provision of the contract documents.
- B. When the Owner terminates the contract for any of the above reasons, the Contractor shall not be entitled to receive further payment until the work is finished. If the unpaid balance of the contract sum exceeds the cost of finishing the work, it will be paid to the Contractor. If the cost to finish the work exceeds the unpaid balance, the Contractor shall pay the difference to the Owner.

2.14 COMPLIANCE WITH LAWS

- A. The Contractor shall give notices, pay all fees, permits and comply with all laws, ordinances, rules and regulations bearing on the conduct of work.

PART 3- CONTRACTOR'S INSTRUCTIONS

3.1 TAXES

- A. Contractor must comply with all state, federal and local taxes. The Contractor shall accept sole and exclusive responsibility for any and all state and federal taxes with respect to Social Security, old age benefits, unemployment benefits and withholding taxes.

3.2 CONTRACTOR'S LICENSE

- A. All pertinent state and local licenses will be required if required by the state or local authority.

3.3 BUILDING PERMITS

- A. The acquisition of the applicable permits and associated costs to obtain said permits will be the responsibility of the successful Contractor.

3.4 JOB COORDINATION

- A. Contractor is responsible for daily communication with the Owner or Owner's Representative relating to areas of roof work in order that the Owner may adequately protect tenant's personal belongings, and the people themselves against possible damage or injury. Contractor is also responsible for policing and protecting areas involving removal and replacement of roof projections, defective decking or other work involving deck penetration.
- B. Twenty-four hours prior to starting of the project and/or delivery of materials, the Contractor shall notify: Elijah Casillas, Facility Maintenance, 512-268-8442 Ext. 6156.

3.5 CLEAN-UP

- A. Accumulated debris shall be removed periodically to assure maximum safety and sanitation at all times. At completion of work, the Contractor shall remove all excess material and debris from the site and leave all roof surfaces free from accumulations of dirt, debris and other extraneous materials. The Contractor shall also remove any and all drippage of bituminous materials from the face of the buildings, floor, window, ladders and other finished surfaces.

3.6 SUPERINTENDENT

- A. The Contractor shall keep a competent superintendent, satisfactory to the Owner and Owner's Representative, on the job at all times when work is in progress. The superintendent shall not be changed without notifying the Owner and the Owner's Representative unless the superintendent ceases to be in the employ of the Contractor.
- B. The superintendent shall represent the Contractor in his/her absence and all directions and instructions given to the superintendent shall be as binding as if given directly to the Contractor.
- C. The superintendent shall be responsible for the conduct of all the Contractor's employees on the premises and shall promptly take necessary measures to correct any abuses called to his/her attention by the Owner.

3.7 INSPECTIONS

- A. Before any material applications are made, the Owner or his/her representative and the material supplier representative shall be available to ensure a complete understanding of the specification.
- B. The accepted Material Manufacturer will have a representative on site a minimum of two (2) times a week to verify compliance with the specifications, answer questions that may arise and provide on-going inspection services.
- C. A final inspection shall be conducted by Owner, Contractor, and the Owner's Representative upon being notified of completion of specified work and clean-up.

PART 4 - STATEMENT OF POLICY

4.1 ENGINEERING

- A. In addition to high-quality products, the Material Manufacturer provides recommendations and/or specifications for the proper installation of its material. However, the Material Manufacturer does not, nor does its representatives, practice engineering or architecture. The Material Manufacturer makes no judgments on, and hereby disclaim any responsibility for the soundness of any roof deck or other structural component of buildings upon which the Material Manufacturer products are applied, and further recommend a structural engineer to examine the deck conditions.

4.2 GUARANTEES

- A. A roofing guarantee is available for review from the Material Manufacturer for the roofing systems published in these specifications. The guarantee will be issued only upon completion of all the guarantee requirements by an approved Contractor. Such guarantees cannot be altered or amended, nor may any other warranties, guarantees or representations be made by an agent or employee of the Material Manufacturer unless such alteration, amendment or additional representation is issued in writing and is signed by a duly authorized officer of the Material Manufacturer, and sealed with the Material Manufacturer seal. This guarantee does not cover cosmetic deficiencies. **THE MATERIAL MANUFACTURER WILL NOT BE RESPONSIBLE FOR ANY DAMAGES TO THE BUILDING OR ITS CONTENTS OR ANY OTHER CONSEQUENTIAL DAMAGES, AND ITS RESPONSIBILITY IS LIMITED TO REPAIRING LEAKS.**

The Contractor will warranty the roof to the Material Manufacturer for a period of two (2) years. The Contractor will inspect the roof with the Owner's Representative 18 months after completion, and, at the Contractor's expense, correct any workmanship defects before the 24th month following completion of the project.

4.3 APPROVED CONTRACTORS

- A. The roof systems must be applied only by those contractors who have received approval from the Material Manufacturer for such installations. No guarantees will be issued when installation has been performed by a non-approved contractor.

4.4 ROOFING SEQUENCE

- A. Phase roofing is not acceptable. Any insulation or base layers laid in any one day must be covered with the properly installed roof system that same day. Failure to do so will void any warranties and no guarantee will be issued for the roofing system.

4.5 ACCEPTABILITY OF COMPLETED WORK

- A. The acceptability of completed roofing work will be based on its conformance to the contract requirement. The Material Manufacturer is not obligated to accept non-conforming work, and such non-conforming work may be rejected. The rejected work shall be promptly replaced or corrected in a manner and by methods approved by the Material Manufacturer at the Contractor's expense. The Material Manufacturer will instruct the Contractor's foreman and work crew on the proper methods of installation of the roofing system, and will follow-up on a regular basis to inspect the work being done. Any deficiencies from the specified work noted by the Material Manufacturer will be immediately reported to the Owner, along with recommended corrective actions necessary. The Material Manufacturer will not act in a supervisory capacity, and will not be responsible for the Contractor's errors or omissions.

4.6 ENGINEERING AND ROOF DECK

- A. The Material Manufacturer nor its representatives, practice engineering nor architecture. It makes no judgments on, and hereby disclaim any responsibility for the soundness of any roof deck or other structural component of buildings upon which its products are applied. Re-roofing and general building structuring require certification from a structural engineer that the structure will support the proposed additional weight. In addition, the Contractor must notify the Owner or his/her representative on the job-site of any unforeseen areas of wet insulation. Where the damage is serious and extensive, it will be the Owner's prerogative to authorize removal and replacement of deteriorated roofing, insulation and repair of the vapor barrier if present. Where damage to the roof deck is found, the Contractor shall furnish the Owner with a unit price for removal and replacement of the damaged deck.

4.7 ASBESTOS IDENTIFICATION

- A. The Material Manufacturer routinely conducts roof surveys and inspections in order to provide recommendations and/or specifications for the use of its products. However, the **MATERIALS MANUFACTURER IS NOT, NOR ARE ITS REPRESENTATIVES, CERTIFIED TO IDENTIFY, HANDLE OR MONITOR ASBESTOS IN ROOFING, DECKING OR INSULATION. THEREFORE, IT MAKES NO JUDGMENTS ON AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR IDENTIFYING, HANDLING OR MONITORING ASBESTOS.** If a building owner suspects that an asbestos condition exists on or under the roof area in question, Material Manufacturer can recommend licensed laboratories and technicians that can identify, remove, dispose of, and monitor the project.

4.8 ASBESTOS LIMITATIONS

- A. The Owner has been informed, acknowledges and agrees that Material Manufacturer is not engaged in the business of identifying, abating, encapsulating or removing asbestos or asbestos containing materials from the work site and has not agreed to do so herein.

- E. **IN CONSIDERATION OF THE PROVISION HEREOF, THE OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE MATERIAL MANUFACTURER, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, INCLUDING THE ENGINEER FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, LOSSES AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING OUT OF, OR RELATING TO, ANY CLAIMS, DEMANDS, OR CAUSES OF ACTION OF ANY KIND, ATTRIBUTABLE TO, ARISING OUT OF, OR RELATING TO THE PRESENCE OF ASBESTOS OR ASBESTOS-CONTAINING MATERIALS ON OR AT THE WORK SITE AND/OR THE ABATEMENT, ENCAPSULATION AND/OR THE REMOVAL THEREOF.**

4.9 MOLD LIMITATIONS

- A. Garland makes no representation or warranty, express, implied, or otherwise, regarding mold, fungi, rust, corrosion or other bacteria or organism. Neither shall Garland have any duty to identify, nor accept any responsibility or liability for any claims associated with mold, fungi, rust, corrosion or other bacteria or organism related claims.

The forms on the following pages must be completed and returned with your Bid response in order to be considered for award. For purposes of the following forms, the officers are listed below.

PART 5 -CONTRACTOR'S QUALIFICATION STATEMENT (Must Accompany Bid)

The undersigned certified under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

Submitted to: _____

Submitted by: Firm Name: _____
Address: _____

Principal Office Location: _____

Qualification Statement Submitted for - Project Name

Type of Work:

Site Preparation	_____	General Construction	_____
Roofing	_____	Plumbing	_____
HVAC	_____	Sprinkler	_____
Electrical	_____	Other	_____

(File separate form for each classification of work)

Organization:

Please provide the following information concerning your organization:

Type of Entity:
Corporation _____
Partnership _____
Individual _____
Other _____

Name of Principal, Owners or Partners

<u>Name</u>	<u>Position</u>	<u>Years of Service with Organization</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Number of years this organization has been in business? _____

Have members of this organization operated under former Yes____ No____

Names/businesses? If "yes," list name, type of entity and names of principal, owners or partners.

Provide a brief description of the general type of construction the firm performs. Please indicate for this project the work you intend to subcontract or perform.

	<u>Perform</u>	<u>Subcontract</u>
Earth Work	_____	_____
Concrete Work	_____	_____
Masonry Work	_____	_____
Structural Work	_____	_____
Roofing Work	_____	_____
Sprinkler	_____	_____
Plumbing	_____	_____
HVAC	_____	_____
Electrical	_____	_____

Experience

Please list the type and number of educational projects your firm has constructed which were subject to the Owner Guidelines and other Texas regulatory agency construction requirements:

<u>Type</u>	<u>Number</u>
New Construction - Primary	_____
New Construction - Secondary	_____
Renovations - Primary	_____
Renovations - Secondary	_____

Please list on a separate sheet marked "Appendix A" the major construction projects your organization has in progress providing the name of project, owner, architect, contract amount, bonding company, insurance carrier, percentage complete and scheduled completion date.

Please list on a separate sheet marked "Appendix B" the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, bonding company, date of completion and percentage of the cost of the work performed with your own forces.

Insurance and Bonds

Please list names of current insurance carrier and number of projects insured by carrier:

Please list names of bonding company/agent utilized for projects constructed during the last five years:

Claims and Suites

Has your organization ever failed to complete and construction work it has been awarded?

Yes____No____

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another

organization when it failed to complete a construction contract?
(If the answer is yes, please describe in full.)

Yes ___ No ___

Has there been in the last ten years, or is there now pending or threatened, any litigation, arbitration, investigation, or governmental or regulatory proceeding involving claims in excess of \$100,000 or requesting a declaratory judgment or injunctive relief with respect to the construction or operation of any building which your firm, its principals, predecessors or affiliates constructed?

Yes ___ No ___

Are all city, county, state and Federal taxes of any type, including real estate, FICA and Workmen's Compensation paid to date?

Yes ___ No ___

Is there any potential claim, demand, litigation, arbitration, investigation, governmental proceeding or regulatory proceeding involving your firm, or its principals, predecessors or affiliates?
If the answer to either of the preceding questions is "Yes," please describe in full in an attachment.

Yes ___ No ___

In addition to the litigation, arbitration, investigation or governmental or regulatory proceeding referred to in the preceding paragraphs, is there any litigation, arbitration, investigation or governmental or regulatory proceeding now pending or threatened to which your firm is or may be a party, or are you aware of any potential claim or demand, which might otherwise affect the capacity of your firm to perform with respect to your involvement with the Owner, whether or not it concerns other work which you have undertaken? If so, please describe in full.

Yes ___ No ___

Bankruptcy

Has your firm, its principals, predecessors, or affiliates been the subject of any proceeding under the federal bankruptcy laws or any other proceedings under state or federal law in which a court or government agency has assumed jurisdiction over any of the assets or business of your firm, its principals, predecessors or affiliates? If so, please identify the proceedings, the court or governmental body and the date such jurisdiction was assumed in an attachment.

Yes ___ No ___

Change Order History

Describe each instance within the last five (5) years where change orders applied for during construction amounted in the aggregate to more than five percent (5%) of the contract price for any building which your firm constructed, or in which actual construction costs exceeded the contract price by more than five percent (5%) in an attachment.

Financial Condition

Please attach your organizations' last two (2) years' financial statements including your latest balance sheet and income statement showing the following:

Current assets (e.g., cash, joint venture accounts, receivable, accrued income, deposits, materials inventory and prepaid expenses):

Net Fixed Assets:

Other Assets:

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes): List all older than 60 days.

Other Liabilities (e.g., capital stock, authorized and outstanding shares per values, earned surplus and retained earnings):

Name and address of firm preparing attached financial statement and date thereof.

References

Please list below Trade References:

Please list below Bank References:

**Central Texas Purchasing Alliance
Adoption Clause**

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA).

- A. If authorized by the Vendor(s), resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Authorized members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- B. A list of members that may utilize the Vendor's contract is listed on the CTPA website, <http://209.184.141.5/ctpa/members.htm>.
- C. Any district member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- D. A negative reply by the Vendor will not adversely affect consideration of the Vendor's Solicitation response.
- E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER DISTRICTS AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR'S RESPONSE TO THIS SOLICITATION:

_____ YES

_____ NO

_____ YES, with the exception of the following districts:

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____

SUSPENSION AND DEBARMENT CERTIFICATION (Must Accompany Bid)

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub awards to sub recipients).

Contractors receiving individual awards of \$100,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

VENDOR'S NAME: _____

Signature of Company Official: _____

Date Signed: _____

CONFLICT OF INTEREST

The forms at the following link (http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm) must be completed annually and sent to the Business Office of HCISD. For purposes of the forms, the officers are listed below.

Dr. Eric Wright
Superintendent of Schools

Board of Trustees

Mrs. Merideth Keller
President

Mrs. Esperanza Orosco
Vice President

Mrs. Vanessa Petrea
Secretary

Mr. Will McManus

Mrs. Teresa Tobias

Mr. Willie Tenorio, Jr.

Dr. Michael Sanchez

Bidder's Disclaimer Statement (MUST BE RETURNED WITH BID)

The undersigned Bidder, by signing and executing this BID, certifies and represents to Hays CISD that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by section 36.01(5) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this BID; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this BID; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Hays CISD concerning this BID on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other Bidders so further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Hays CISD in return for the person having exercised the person's official discretion, power or duty with respect to this BID; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Hays CISD in connection with information regarding this BID, the submission of this BID, the award of this BID or the performance, delivery or sale pursuant to this BID.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

COMPANY VENDOR NAME (PRINTED): _____

ADDRESS: _____

CITY, STATE, ZIP: _____ **PHONE:** _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

SIGNATURE OF COMPANY OFFICIAL: _____

TITLE: _____ **DATE:** _____

- My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. **OR**
- My firm is not owned nor operated by anyone who has been convicted of a felony. **OR**
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Are you a certified Historically Underutilized Business (HUB)?

Yes No

If yes, with whom are you certified? _____

Enter 5-digit certification number _____

Please check corresponding box:

- | | | |
|---|-------------------------------|---------------------------------|
| <input type="checkbox"/> Hispanic American | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Black American | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Asian Pacific American | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Native American (Indian) | <input type="checkbox"/> Male | <input type="checkbox"/> Female |
| <input type="checkbox"/> Woman (of any ethnicity) | | |

CONFLICT OF INTEREST: Neither HCISD trustees nor employees shall accept gifts or entertainment from vendors to the District. The District shall not do business with any of its trustees or employees.

**Hays Consolidated Independent School District
District & Edgar Certifications and Representations
(Education Department General Administrative Guidelines)**

All forms must be completed and included with the proposal

CERTIFICATION OF COMPLIANCE WITH TEXAS FAMILY CODE PROVISION

Pursuant To Texas Family Code, Section 231.006, a child support obligor who is more than thirty (30) days delinquent in paying child support or a business entity in which the child support obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from State funds under a contract to provide property, materials, or services until all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to the existing delinquency; or a court of continuing jurisdiction over the child support order has granted the obligor an exemption as part of a court-supervised effort to improve earnings and child support payments. The undersigned proposer certifies that he or she, as the proposing individual, or the proposing business entity named in this contract, bid or application, is not ineligible under Section 231.006 of the Texas Family Code, to receive the specified grant, loan or payment, and acknowledges that a contract resulting from this solicitation may be terminated and payment may be withheld if the certification provided herein is found to be inaccurate.

NOTE: OWNERS NOT OWNING AT LEAST TWENTY-FIVE PERCENT (25%) OF THE BUSINESS ENTITY SUBMITTING THIS PROPOSAL NEED NOT EXECUTE THIS CERTIFICATION AND ACKNOWLEDGEMENT

Pursuant to Section 231.006, the vendor hereby certifies that the individual or business entity named in this contract, bid, or application, is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Initials of Authorized Representative/ Vendor: _____

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A. This law makes it necessary for Hays CISD to determine residency. **Section: 2252-001** (3) 'Non- resident bidder' refers to a person who in not a resident. (4) 'Resident bidder' refers to a person whose principal place of business in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state. **Section: 2252.002** A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's place of business is located.

I certify that

(Name of Company Bidding)

Is, under Section 2252.001 (3) and (4), a resident Bidder Non-resident Bidder

—

My or Our principals place of business under Section: 2252.001 (3) and 94), is in the city of

_____ in the state of

Signature of Authorized Company Representative

EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S FEDERAL GRANT

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200

The following provisions are required and apply when federal funds are expended by Hays CISD for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Hays CISD reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Hays CISD reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Hays CISD also reserve the right to terminate the contract immediately, with written notice to vendor, for convenience, if Hays CISD believes, in its sole discretion that it is in the best interest of Hays CISD to do so. The vendor will be compensated for work performed and accepted and goods accepted by Hays CISD as of the termination date if the contract is terminated for convenience of Hays CISD. Any award under this procurement process is not exclusive and Hays CISD reserves the right to purchase goods and services from other vendors when it is in the best interest of Hays CISD.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by Hays CISD on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above?

YES _____ Initials of Authorized Representative of vendor _____

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Hays CISD, during the term of an award for all contracts and sub grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Hays CISD, the vendor certifies that during the term of an award for all contracts by Hays CISD resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Hays CISD, the vendor certifies that during the term of an award for all contracts by Hays CISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Hays CISD, the vendor certifies that during the term of an award for all contracts by Hays CISD resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Hays CISD, the vendor certifies that during the term of an award for all contracts by Hays CISD resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Hays CISD, the vendor certifies that during the term and after the awarded term of an award for all contracts by Hays CISD resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a

cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by Hays CISD for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS IN
EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by Hays CISD for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Hays CISD for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor _____

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

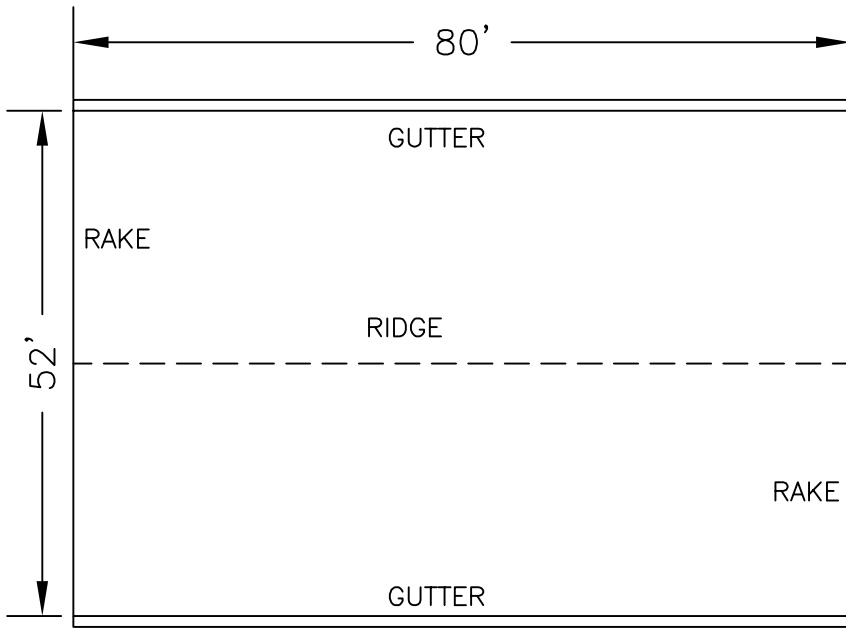
Email Address: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____



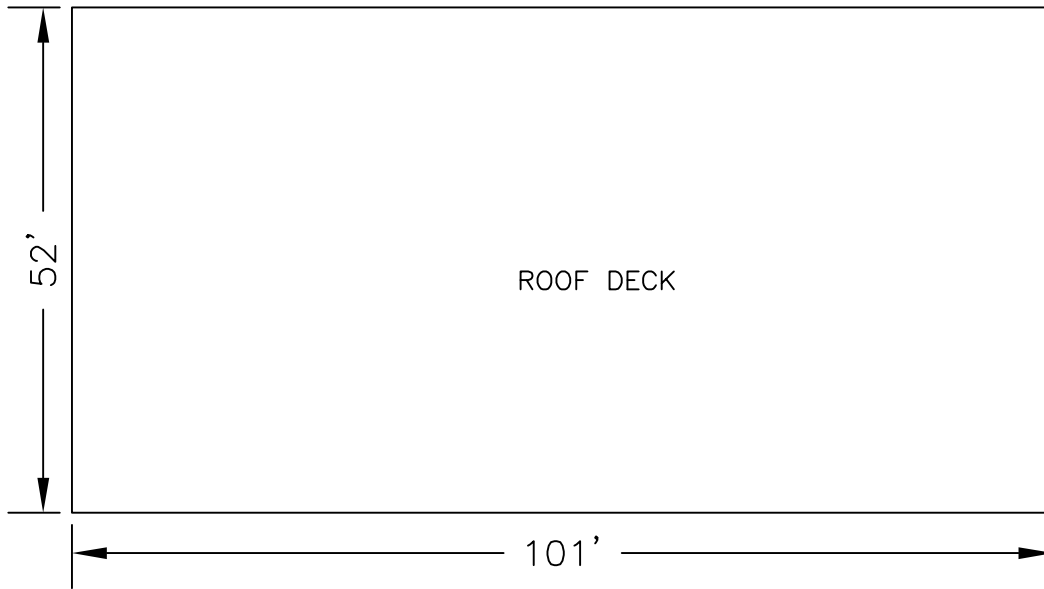
NOTES: CLEAN ROOF PANEL AND PAINT ANY RUSTED AREAS WITH RUST INHIBITIVE PAINT. FASTEN ACCORDING TO MANUFACTURER'S RECOMMENDATIONS FOR THE PROPOSED INSULATION SYSTEM. CLAD METAL APPROPRIATE FOR EACH ROOFING ASSEMBLY (PVC/TPO) WILL BE INSTALLED AT ALL RAKE AND EAVE CONDITIONS. NEW 24 GAUGE PRE-PAINTED METAL GUTTERS AND DOWN SPOUTS TO BE PROVIDED TO MATCH EXISTING SIZE AND



29 January 2019

*** CONTRACTOR RESPONSIBLE FOR VERIFYING DIMENSIONS

HAYS CISD	
BEACON HILL CARPENTRY SHOP 155 BEACON HILL ROAD BUDA, TEXAS 78610	
DATE: 7-11-2018	



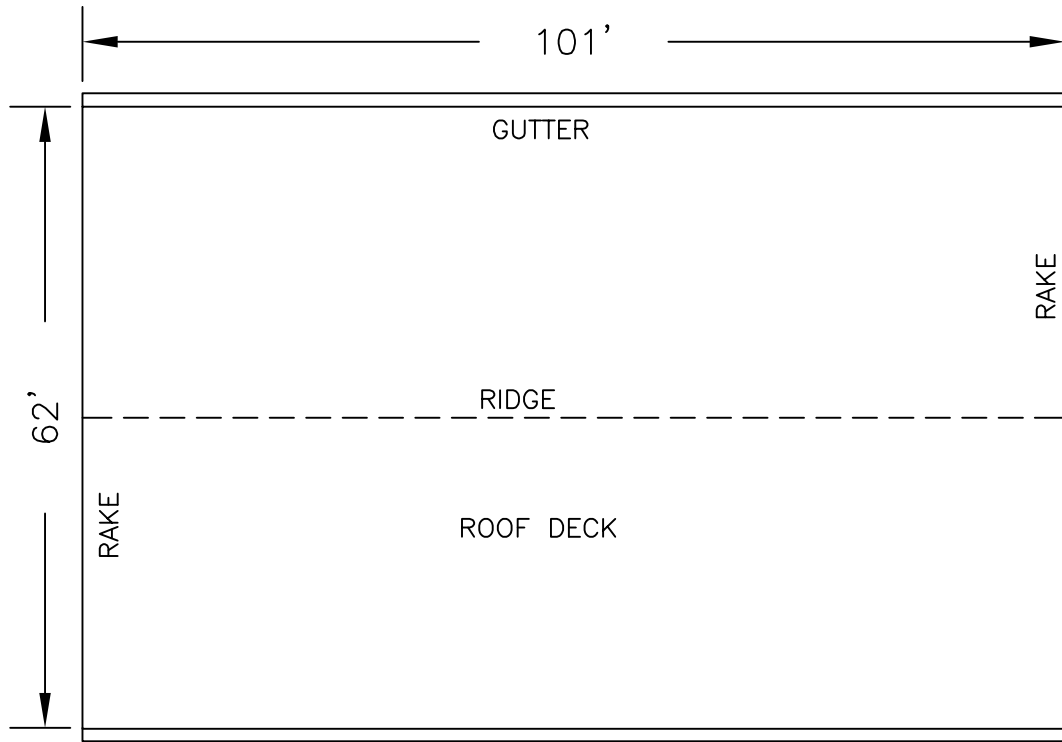
NOTES: CLEAN ROOF PANEL AND PAINT ANY RUSTED AREAS WITH RUST INHIBITIVE PAINT. FASTEN ACCORDING TO MANUFACTURER'S RECOMMENDATIONS FOR THE PROPOSED INSULATION SYSTEM. CLAD METAL APPROPRIATE FOR EACH ROOFING ASSEMBLY (PVC/TPO) WILL BE INSTALLED AT ALL RAKE AND EAVE CONDITIONS. NEW 24 GAUGE PRE-PAINTED METAL GUTTERS AND DOWN SPOUTS TO BE PROVIDED TO MATCH EXISTING SIZE AND LOCATIONS.



29 January 2019

***CONTRACTOR RESPONSIBLE FOR VERIFYING DIMENSIONS

HAYS CISD	
BEACON HILL TRANSPORTATION MAINT.	
155 BEACON HILL ROAD BUDA, TEXAS 78610	
DATE: 7-11-2018	



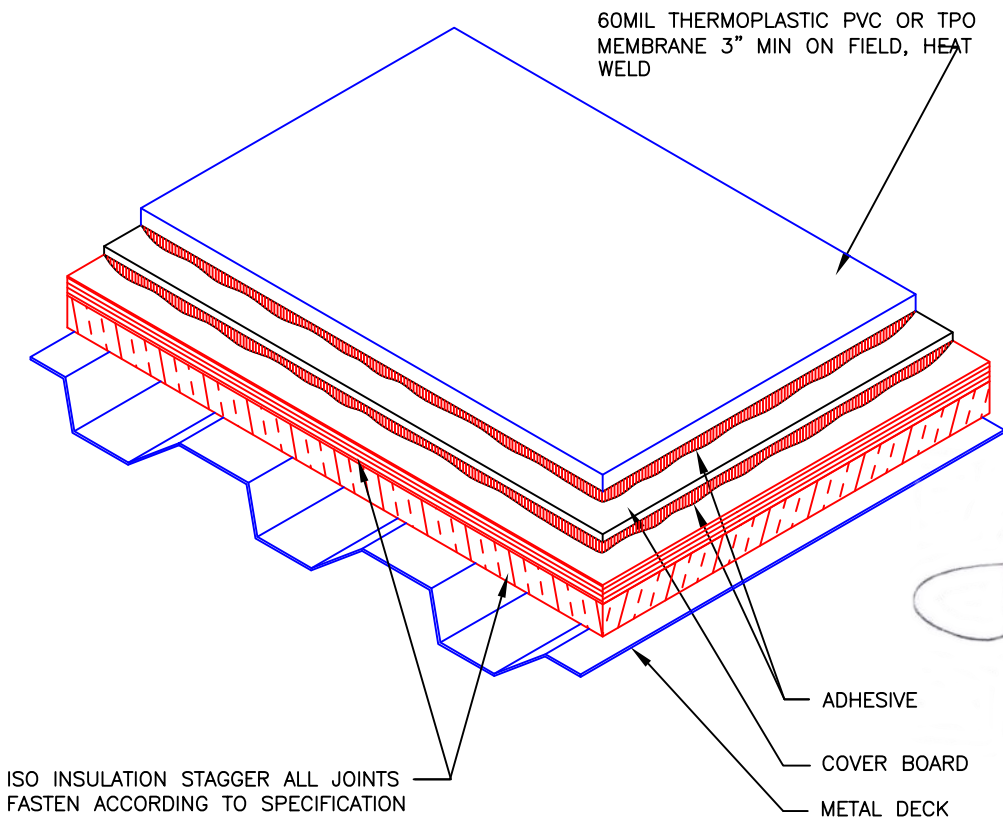
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29 January 2019

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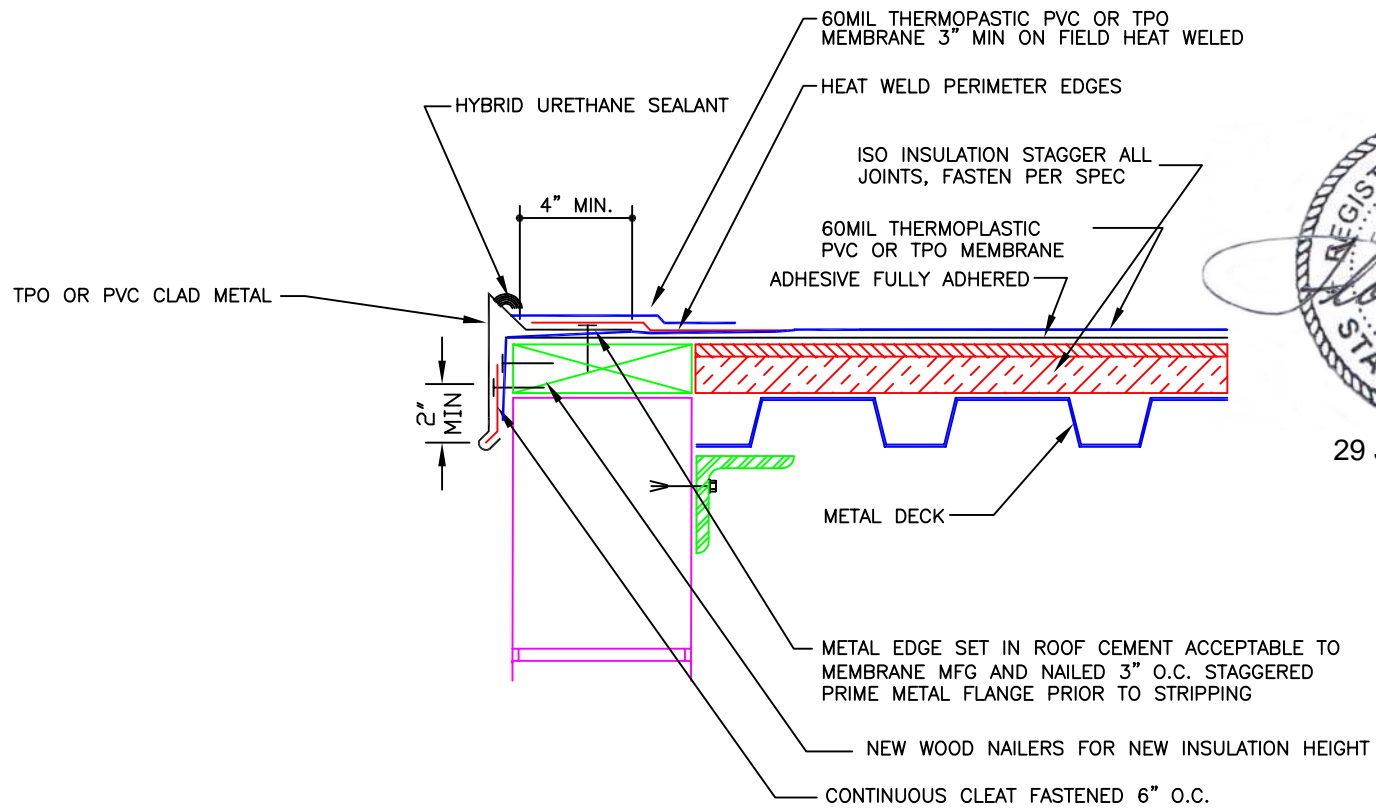
HAYS CISD	
BEACON HILL GROUNDS STORAGE 155 BEACON HILL ROAD BUDA, TEXAS 78610	
DATE: 7-11-2018	



SEE SPECIFICATIONS FOR ADHESIVES



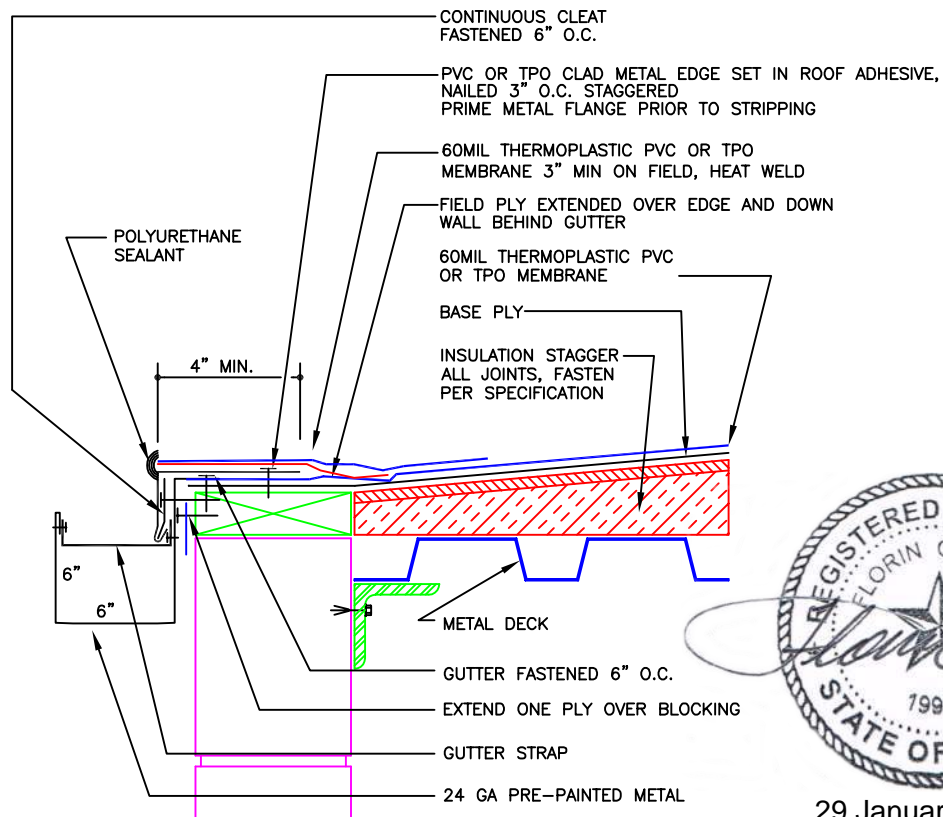
29 January 2019



ALL PLYS SET IN ADHESIVE SEE SPECIFICATIONS FOR SURFACING



29 January 2019



29 January 2019

ALL PLIES SET IN ADHESIVE