

**ADDENDUM NO. 1**

June 4, 2020

To the  
**PROPOSAL DOCUMENTS**

For the  
**MILAM COUNTY ANNEX  
REHABILITATION**  
Cameron, Texas



6.04.20

by

**ARCHITEXAS**

2900 S. Congress, Suite 200  
Austin, Texas 78704  
(512) 444-4220

This Addendum forms a part of the Proposal Documents and modifies the Construction Drawings and Project Manual dated May 19, 2020 as noted below. This Addendum consists of twenty-five (25) pages, including attachments.

**PROJECT MANUAL**

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**AD1-01 Section 00 00 13 – Request for Competitive Sealed Proposal (Advertisement)**

Under PROPOSAL DEADLINE, replace the 2<sup>nd</sup> sentence as follows:

“Proposals will thereafter be publicly opened 10:00 AM, on June 22, 2020, and the names of the offerors and any monetary proposals made by the offerors will be read aloud.”

**AD1-02 Section 00 00 20 – Proposal Form**

Under Item 5 Alternates, add items J and K as follows:

- J. Alternate No. 10: Replace Water Closet and Lavatory Fixtures
- K. Alternate No. 11: Replace Existing Door Assemblies

Replace Section entirely, see attached. Provide submitted proposal on revised form.

**AD1-03 Section 00 70 00 - General Conditions**

1. AIA Documents have been revised to coincide with those included in the Appendix of the Project Manual, AIA Document A101-2017 and A201-2017. Replace Section entirely, see attached.

**AD1-04 Section 00 80 00 - Supplementary Conditions**

1. The Supplementary Conditions have been revised to coincide with AIA Document A201-2017. Replace Section entirely, see attached.

**AD1-05 Section 01 23 00 – Alternates**

Under item 1.4 Description of Alternates, add items J and K as follows:

“J. Alternate No. 10: Replace Water Closet and Lavatory Fixtures

1. Base Bid: Remove and salvage existing water closet and lavatory fixtures and reinstall at new locations where indicated in the Drawings.
2. Alternate Bid: Remove and dispose existing water closet and lavatory fixtures. Provide new fixtures as specified.
  - a. Related Specification Sections:
    - (1) Division 22 - Plumbing

K. Alternate No. 11: Replace Existing Door Assemblies

1. Base Bid: Retain existing door assemblies where indicated on the Drawings and restore as indicated in the Detailed Door Inventory in the Appendix of the Project Manual.
2. Alternate Bid: Remove and dispose existing door assemblies. Provide new door assemblies as specified.
  - a. Related Specification Sections:
    - (1) Section 08 11 13 – Hollow Metal Doors and Frames
    - (2) Section 08 14 16 – Flush Wood Doors
    - (3) Section 08 41 13 – Aluminum Framed Entrances and Storefronts
    - (4) Section 08 71 00 – Door Hardware”

Replace Section entirely, see attached.

**ARCHITECTURAL DRAWINGS**

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**AD1-06 Sheet No. A-101 Site Plan**

1. At east parking lot steps, provide handrails on both sides of steps in lieu of one down the center.

**AD1-07 Sheet No. A-102 Site Details**

1. Detail 4, provide handrails on both sides of steps in lieu of one down the center.

## PLUMBING DRAWINGS

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**AD1-08**     **Sheet No. P-001 - Plumbing General Notes**

1. Delete Fire Protection General Notes entirely as no building fire sprinkler system is required for this project.

## QUESTIONS

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- AD1-09**     **Question:** Section 01 35 16 Alteration Project Procedures, Paragraph 1.7, Section D covers the storage of materials. What size storage should be figured in the proposal?  
**Response:** This is means and methods, the General Contractor shall be responsible for determining storage requirements.
- AD1-10**     **Question:** The Proposal form has a space where the Contractor gives the Substantial Completion Date in Calendar days. Is this to include the days required to complete the base work plus all the Alternatives?  
**Response:** No, Alternate work should be priced separate inclusive of additional time. Per item 1.1.C Provide alternate costs for inclusion in Contract Sum if accepted by Owner.
- AD1-11**     **Question:** On Sheet PS-101 Note 2, 3, and 4, discuss items that may need to be changed depending on existing conditions, should the pricing be listed as additional alternates or would this be given as a change order post award time if needed?  
**Response:** If work is required, the Contractor shall provide a proposal request (PR) to the Architect. If PR is accepted by the Owner a Change Order will be issued.
- AD1-12**     **Question:** General Conditions (00 70 00) indicates AIA Documents A107-2017. We are members of AIA and found that A107 has been discontinued. Supplementary Conditions indicate revisions to A107 which is unavailable. Also, the Table of Contents page 3, calls for AIA – A101 and A201.  
**Response:** The following contractual documents will be used for this project: AIA Document A101-2017 Standard Form of Agreement Between the Owner and Contractor and AIA Document A201-2017 General Conditions. Refer to revised related Sections and documents (00 70 00 and 00 80 00) contain herein.
- AD1-13**     **Question:** Re: 07 54 23 – Roofing, warranty seems unrealistic, please review the following reasons:
- The field and some parts ie: walk pads are Carlisle.
  - Boots used are both Firestone and Carlisle.
  - No tapered insulation is used to direct water into drains, and a large % of roof holds considerable water.
  - The drains and strainers are not installed properly. The clamp rings securing the TPO in the collector are missing (average 2 of 4).
  - The TPO was not, trimmed by manufacturers specifications into the drains and could potentially leak.
  - Warranty departments of both John Manville and Carlisle have been contacted and neither have record of a roof of their brand, being installed at 806 Crockett Cameron Tx. They have no inspections or warranty on file.
  - Contact was made with 'Port Enterprise Roofing' and they have no record of ever roofing any

facility in Cameron.

Contact person for the facility maintenance (Troy Zinn) cell: 512-439-0410 has been contacted. To date he has not located any information on roofing material manufacturer, or contractor.

With items listed above, it does not seem that an inspector would have issued an approved inspection letter for warranty.

Please clarify how 'warranty' is to be handled.

**Response:** Provide 1 year warranty against water leakage through roofing system, includes labor and materials.

**AD1-14 Question:** Re: 20 05 00 – Fire Suppression System, A-0.01 Automatic Fire Sprinkler Systems (Section 903) The analysis given and note states: 'This indicates that a Fire Sprinkler System is not required'.

- P-001 references a Sprinkler System is required, and to relocate existing sprinkler heads and pipes and use new heads, where needed, to match.
- PD-101 and PD-102 'SPECIAL NOTE': All existing Sprinkler piping to be demolished.

Please clarify:

- Is a Sprinkler System to be part of contractor's scope?
  - Existing piping and heads to be demolished?
- or
- Existing to be re-used and re-located and match heads where new are needed?

**Response:** No building sprinkler system is required, demolish existing building sprinkler system entirely. Refer to related addendum items for revisions.

**AD1-15 Question:** Re: 32 92 23 - Sodding

- Project Manual indicates restoration of site where indicated on Drawings.
- There are no landscape drawings.

Please clarify, are landscape drawings yet to be issued?

**Response:** Site shall be restored to condition found at the start of the project. Sodding is limited to areas where regrading is required, adjacent to paving work, and areas affected by the work of the Contract. No landscaping Drawings will be issued.

**END OF ADDENDUM**

**SECTION 00 00 20**

**PROPOSAL FORM**

To: Milam County  
Cameron, Texas

Re: RFP for Milam County Rehabilitation, Architexas Project No. 1944

The undersigned offeror ("Offeror") submits this Proposal for the performance of the Work of construction, alteration or repair (the "Work") described as follows:

**Milam County Rehabilitation, Architexas Project No. 1944**

The undersigned Offeror has carefully examined and considered the Project Site and relevant conditions and circumstances for the Work, information and requirements set out in the Request for Proposals, the Drawings and Specifications, and the requirements of the proposed Contract Documents, including the Agreement For Construction, the General Conditions and the Notice of Prevailing Wage Rates, in making this Proposal. Capitalized terms used but not otherwise defined in this Proposal Form shall have the same meanings as designated in the Request for Proposals.

**A. Proposal Terms**

Based on the foregoing, the undersigned Offeror hereby offers and proposes to perform the Work, in accordance with the Contract Documents, for the Contract Amount based on the Pricing Schedule set forth below, within the Substantial Completion Date proposed below.

**1. Pricing Schedule**

Express in words and numbers.

Base Proposal \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_ )

**2. Substantial Completion Date**

Offeror will achieve Substantial Completion of the Work within the following calendar days after a Notice to Proceed is issued:

\_\_\_\_\_  
\_\_\_\_\_ Days ( \_\_\_\_\_ ).

**3. Liquidated Damages**

Milam County shall have the right under the Contract to assess liquidated damages in the amount of \$200 per day for each and every calendar day beyond the Substantial Completion Date set out in the Contract that the Work fails to be substantially complete

**4. Overhead and Profit for Changes in the Work:** The following percentages will be used to determine the amount of overhead and profit to be added to Offeror's costs for changes in the Work ordered by the Owner:

- A. For Work performed by Contractor's own forces:  
Overhead: \_\_\_\_\_ percent      Profit: \_\_\_\_\_ percent

- B. For work performed by a subcontractor and supervised by Contractor:

Overhead: \_\_\_\_\_ percent

Profit: \_\_\_\_\_ percent

5. **Alternates:** Bidder proposes the following alternate pricing:

- A. Alternate No. 1: Repave East Parking Lot \$\_\_\_\_\_ Lump Sum
- B. Alternate No. 2: Repave West Parking Lot \$\_\_\_\_\_ Lump Sum
- C. Alternate No. 3: Provide ADA Parking Adjacent to North Entry  
\$\_\_\_\_\_ Lump Sum
- D. Alternate No. 4: Replace Existing Roof Mounted Outdoor Air Handling Unit  
\$\_\_\_\_\_ Lump Sum
- E. Alternate No. 5: Provide 2<sup>nd</sup> Chiller \$\_\_\_\_\_ Lump Sum
- F. Alternate No. 6: Provide Lightning Protection System  
\$\_\_\_\_\_ Lump Sum
- G. Alternate No. 7: Replace Gyp. Board Ceilings in Kitchen Area  
\$\_\_\_\_\_ Lump Sum
- H. Alternate No. 8: Selective Exterior Work at Convent \$\_\_\_\_\_ Lump Sum
- I. Alternate No. 9: Asbestos Abatement at Convent \$\_\_\_\_\_ Lump Sum
- J. **Alternate No. 10: Replace Water Closet and Lavatory Fixtures**  
\$\_\_\_\_\_ Lump Sum
- K. **Alternate No. 11: Replace Existing Door Assemblies** \$\_\_\_\_\_ Lump Sum

**B. Enclosed Documents**

The following are enclosed with this completed Proposal:

- 1. A Proposal Guaranty in the amount of 5% of the maximum total proposed Contract Amount (*i.e.* the sum of the Base Proposal and all additive Alternates) in the form of either a cashier's check payable to Milam County or a Proposal Bond on the required Proposal Bond Form.

**C. Offeror Representations and Certifications**

By signing and submitting this Proposal, the undersigned Offeror and person signing on its behalf certifies and represents to Milam County:

- 1. (i) Offeror 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 Proposal;
- (ii) Offeror has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like, and Offeror will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, Trustee, agent

or employee of Milam County in return for the person's having exercised official discretion, power or duty with respect to this Proposal.

2. All information contained in this Proposal, including the information provided in Section D below is, to the best of the undersigned's knowledge and belief, true, complete and accurate.
3. **OFFEROR WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ARCHITECT, ITS CONSULTING ENGINEERS, OR ANY OTHER CONSULTANTS, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, MEMBERS, DIRECTORS AND PARTNERS, AND MILAM COUNTY, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF ITS GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS REQUEST FOR PROPOSALS, INCLUDING, THE ADMINISTRATION OF THE REQUEST FOR PROPOSALS, THE PROPOSAL EVALUATIONS, AND THE SELECTION OF THE OFFEROR. SUBMISSION OF A PROPOSAL INDICATES OFFEROR'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND OFFEROR'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY MILAM COUNTY DURING THE SELECTION PROCESS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OFFEROR ACKNOWLEDGES THAT MILAM COUNTY SHALL DOCUMENT THE BASIS OF ITS SELECTION AND SHALL MAKE THE EVALUATIONS PUBLIC, AND OFFEROR WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.**
4. Offeror has received the following Addenda to the Request for Proposals, but agrees and understands that it will be responsible for performing the Work in accordance with all terms and conditions in all Addenda issued in connection with the Request for Proposals, and that its Proposal will be construed to include all requirements of all such Addenda, whether or not identified below:  
  
Addenda No. \_\_\_\_\_  
  
Addenda No. \_\_\_\_\_  
  
Addenda No. \_\_\_\_\_  
  
Addenda No. \_\_\_\_\_  
  
Addenda No. \_\_\_\_\_
5. Offeror (or its subcontractors/suppliers, as applicable) meets all of the Minimum Qualifications specified in Section 1.3 of the Request for Proposals.

D. **Offeror Information**

All of the following information must be provided by Offeror. Use additional sheets if necessary. If additional sheets are used, clearly indicate the question number to which you are responding. Responses must be typed or printed neatly. Illegible responses will not be considered. The Offeror is also sometimes hereinafter referred to below as the "organization" or the "company."

1. **General Information**

- 1.1 Name of Offeror: \_\_\_\_\_
- 1.2 Name of Project: \_\_\_\_\_
- 1.3 Address of office from which Offeror will conduct the Work:  
\_\_\_\_\_  
\_\_\_\_\_

1.4 Offeror's Contact Person for this Work:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax.: \_\_\_\_\_

1.5 Offeror's Home Office Address: \_\_\_\_\_  
\_\_\_\_\_

1.6 Does any relationship exist between the Offeror, its officers, principals, or employees and any of Milam County's officers, or employees?  
 YES  NO

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

1.7 Principal Business:  
\_\_\_\_\_ General Construction \_\_\_\_\_ Mechanical/Electrical/Plumbing  
\_\_\_\_\_ Demolition \_\_\_\_\_ Interior Finish-out  
\_\_\_\_\_ Other \_\_\_\_\_  
(Please specify)

1.8 Licensing/Certifications for Prime Contractors:

List trade categories in which your organization is legally qualified to do business in Cameron, Texas, and indicate registration or license numbers, as applicable.

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

1.9 Minimum Qualifications:

To the extent not otherwise described in Section 1.8 above, describe your organization's compliance with all Minimum Qualifications set forth in Section 1.3 of the Request for Proposals and include all necessary attachments evidencing same.

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

1.10 Work to be Performed on this Project by Offeror's Own Forces:

List the general categories of work that your organization intends to perform on this Project using its own forces.

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



**2. Organization**

2.1 How many years has your organization been in business as a contractor?  
\_\_\_\_\_ Years

2.2 How many years has your organization been in business under its present business name?  
\_\_\_\_\_ Years

2.3 Under what other or former names has your organization operated?

\_\_\_\_\_  
Name \_\_\_\_\_  
Years

\_\_\_\_\_  
Name \_\_\_\_\_  
Years

2.4 If your organization is a corporation, answer the following:

2.4.1 Date of incorporation: \_\_\_\_\_

2.4.2 State of incorporation: \_\_\_\_\_

2.4.3 President's name: \_\_\_\_\_

2.5 If your organization is a limited liability company, answer the following:

2.5.1 Date of organization: \_\_\_\_\_

2.5.2 State of organization: \_\_\_\_\_

2.5.3 President's, Manager's or Managing Member's name: \_\_\_\_\_

2.6 If your organization is a partnership, answer the following:

2.6.1 Date of organization: \_\_\_\_\_

2.6.2 Type of Partnership: \_\_\_\_\_

2.6.3 Name(s) of general partner(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.7 If your organization is individually owned, answer the following:

2.7.1 Date of organization: \_\_\_\_\_

2.7.2 Name of owner: \_\_\_\_\_

2.8 For all business entities other than publicly held corporations, please provide the following:

2.8.1 Award to Nonresident Bidders

Is your business organized under the laws of the State of Texas?

YES  NO

What is the location of your principal place of business?

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Proposals from nonresident contractors shall be evaluated according to Tex. Gov. Code § 2252.002.

- 2.9 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

**3. Relevant Experience**

- 3.1 On the attached Table A, list all projects your company has in progress and provide all additional information requested.
- 3.2 On the attached Table B, list all county government projects that your company has completed in the past five (5) years, and provide all additional information requested.
- 3.3 On the attached Table C, list all non-county government projects your company has completed in the past five (5) years and provide all additional information requested.

**4. Past Performance**

Claims and Suits. (If the answer to any of the questions below is yes, please attach details not to exceed one page for each of the following questions.)

- 4.1 Has your organization ever failed to complete any work awarded to it? (If yes, attach details.)  
 YES  NO
- 4.2 Are there any judgments, claims, arbitration proceedings or suits (past, pending or outstanding) against your organization or its officers arising out of or in connection with your company's performance under a contract for construction management and/or construction services? (If yes, attach details, including a description of how such suits or claims were resolved, if applicable.)  
 YES  NO
- 4.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years? (If yes, attach details.)  
 YES  NO
- 4.4 Has your organization been assessed liquidated damages on a project in the last five (5) years? (If yes, attach details.)  
 YES  NO
- 4.5 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 yes, attach details.)  
 YES  NO

4.6 Trade References. Provide the following information for three trade references:

Company name: \_\_\_\_\_ Contact person: \_\_\_\_\_

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

Company name: \_\_\_\_\_ Contact person: \_\_\_\_\_

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

Company name: \_\_\_\_\_ Contact person: \_\_\_\_\_

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

**5. Personnel**

5.1 On the attached Table D, list the names of the key individuals [Project Manager, Construction Superintendent, Assistant Superintendent (if applicable)] of your organization which are proposed to be assigned to this Project and provide the additional information requested on Table D. For each key individual listed on Table D, provide a resume (not to exceed 2 pages) which includes the key individual's construction experience and a description of his/her qualifications and experience relative to the Project.

**6. Financial**

6.1 Bank References. Provide the following information for one Bank reference:

Company name: \_\_\_\_\_ Contact person: \_\_\_\_\_

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

6.2 Surety:

6.2.1 Name of your organization's bonding company:

\_\_\_\_\_

6.2.2 Name, address and phone number of agent:

Company name: \_\_\_\_\_ Contact person: \_\_\_\_\_

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

6.3 Financial Statement. All statements submitted will be used exclusively by Milam County in the evaluation of the award of the contract on the underlying project. Statements will be kept confidential to the extent permitted by law.

6.3.1 Attach an audited or reviewed financial statement, including an independent auditor's report, balance sheet, income statement, and the related notes to the financial statement. Financial statements that are more than one year old are not acceptable.

6.3.2 Name and address of firm preparing attached financial statement, and date thereof:

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

Contact person: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

6.3.3 If financial statements for an affiliate of the organization are also attached, will such organization act as guarantor of the contract for construction?

YES  NO

6.4 State whether your company is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

6.5 State whether your company is currently contemplating or has pending a petition in bankruptcy for debt relief, or whether a creditor has threatened to file an involuntary petition against Offeror.

**7. Safety Record**

7.1 Please provide the following information in connection with your organization's safety record:

7.1.1 A one page maximum discussion of your company's approach to maintaining a safe work environment.

7.1.2 A one page maximum discussion of your company's history of worker's compensation claims or other claims relating to project safety for the past 5 years.

**8. Attendance of Pre-Proposal Conference**

8.1 As an offeror, did your company attend the pre-proposal conference?

YES  NO

Attendee(s):

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Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Offeror: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

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

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

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

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

Telephone: \_\_\_\_\_

**Table A**

**All Projects in Progress**

	Project Name	Owner	Owner's Contact Person and Phone Number	Architect	Architect's Contact Person and Phone Number	Contract Amount	Percent Complete	Scheduled completion date
1								
2								
3								
4								
5								
6		s						
Total Value of All Projects in Progress:						\$ _____		

**Table B All county government projects completed in the past 5 years.**

	Project Name	Owner	Owner's Contact Person and Phone Number	Architect	Architect's Contact Person and Phone Number	Original Contract Amount	Total Change Order Amount	Final Contract Amount	Date of Completion	% of work completed with Own Forces	Liquidated Damages (Yes or No)
1											
2											
3											
4											
5											
6											
Total Value of All County Projects Completed in the Past 5 Years:						\$ _____					

**Table C**

**All Non-County projects completed in the past 5 years.**

	Project Name	Owner	Owner' s Contact Person and Phone Number	Architect	Architect' s Contact Person and Phone Number	Original Contract Amount	Total Change Order Amount	Final Contract Amount	Date of Completion	% of work completed with Own Forces	Liquidated Damages (Yes or No)
1											
2											
3											
4											
5											
6											

Total Value of All Non-County Projects Completed in the Past 5 Years: <span style="float: right;">\$ _____</span>
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**Table D**

**Personnel**

<u>Key Individuals</u>	<u>Number of years with this Company</u>	<u>Commitment for duration of the Project (Yes or No)</u>
Project Manager: _____ [Name]		
Construction Superintendent: _____ [Name]		
Assistant Superintendent: _____ [Name]		

Number of county projects this team of key individuals has completed together: \_\_\_\_\_

Number of non-county projects this team of key individuals has completed together: \_\_\_\_\_

List below the names of all county and non-county projects that at least two of the key individuals listed above have worked on together within the past five years:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach one additional page if needed)

**DOCUMENT 00 70 00**

**GENERAL CONDITIONS**

**1.1 DOCUMENTS**

- A. American Institute of Architects Document **A201-2017**, General Conditions of the Contract for Construction, forms a part of this Contract and by reference is incorporated herein as fully as if repeated at length.
- B. AIA Document **A101-2017** Standard Form of Agreement Between Owner and Contractor (A copy is included in the Appendix).

**1.2 RELATED REQUIREMENTS**

- A. Document 00 80 00 - Supplementary Conditions.
- B. Division 1 - General Requirements.
- C. Chapter 2258 of the Texas Government Code: Prevailing Wage Rates.

**END OF DOCUMENT**

**SUPPLEMENTARY CONDITIONS**

**1.1 RELATED REQUIREMENTS**

- A. Document 00 70 00 - General Conditions.

**1.2 GENERAL**

- A. The following supplements modify, delete from, or add to the General Conditions referenced above.
- B. Where any provision of the General Conditions is modified, unaltered provisions remain in effect.

**1.3 SUPPLEMENTS**

A. Article 1 - General Provisions:

1. Add Subparagraph 1.1.9: "The term 'product' includes materials, systems, and equipment."
2. Add Subparagraph 1.1.10: "The term 'furnish' means to supply and deliver to Project site, ready for unloading, unpacking, assembly, erection, placement or similar requirements."
3. Add Subparagraph 1.1.11: "The term 'install' means to unload, unpack, assemble, erect, place, finish, protect, adjust, and clean, or similar requirements."
4. Add Subparagraph 1.1.12: "The term 'provide' means to furnish and install."

B. Article 3 - Contractor:

1. Add Subparagraph 3.4.4: "The Contractor shall comply with the prevailing wage law in accordance with Article 5159 of Vernon's Revised Texas Civil Statutes including any amendments or supplements thereto, and shall pay not less than the minimum wage rates established in the Contract Documents. Contractor may pay higher rates than the minimum prevailing wage rates given, however, the Owner will not be liable for claims for additional compensation because of payment by Contractor of any wage rates in excess of the minimum prevailing wage rates."
2. Delete paragraph 3.6; substitute the following: "The Owner qualifies for exemption from the State of Texas and local sales and use taxes pursuant to the provisions of the Texas Limited Sales, Excise and Use Tax Act. The Contractor shall not pay any such taxes that would otherwise be payable in connection with the performance of this Contract, but shall instead obtain an exemption by complying with the State Comptroller's requirements. Exemption certificates will be furnished to the Contractor by the Owner."

C. Article 4 – Architect:

4.3 Architect's Additional Services:

4.3.1 The Architect and his consultants will receive additional compensation for work performed under the following circumstances:

- .1 Review of Contractor's or subcontractors submittals out of sequence from the submittal schedule agreed to by the Architect.
- .2 Responses to the Contractor's or subcontractors requests for information where such information is available to the Contractor or subcontractors from a careful study and comparison of the Contract Documents, field conditions, Owner-provided information, Contractor – or subcontractor -prepared coordination drawings, or prior Project correspondence or documentation.
- .3 Change Order and Construction Change Directives requiring evaluation of proposals, including revisions to the Contract Documents.
- .4 Providing consultation concerning replacement or repair of Work, resulting from fire, water damage, or other cause during construction, if the or other cause is the

- result of actions by the General Contractor or its subcontractors in connection with the Work.
- .5 Subcontractors are to bid the project according to requirements in the Construction Documents. If a cost savings is realized by the Owner from a subcontractor-suggested substitution, then the Owner will pay for the architect and consultants' fees and expenses related to review of the substitution. If the substitution is not accepted, or there is no cost savings proposed, then the subcontractor must pay for the architect and his consultants' fees and expenses related to review of the substitution.
  - .6 Submittal review in excess of the original submittal and one re-submittal.
  - .7 Review of mock-ups in excess of the original submittal and on re-submittal, unless additional mock-ups are required by the Architect, Owner, or the Texas Historical Commission. Should additional mock-ups be required, Contractor will be compensated for such work.
  - .8 Review and documentation of defective or nonconforming work due to the Contractor's or any subcontractor's failure to comply with Contract Document requirements.
  - .9 Services provided after the original Substantial Completion date if delay of Substantial Completion was caused by actions of the Contractor or any Subcontractor.
  - .10 Substantial or Final Completion inspections in excess of two inspections.
  - .11 Additional bidding services required to:
    - a. Re-bid Work that has already been bid.
    - b. Qualify additional subcontractors after the initial bidding period.
    - c. Re-bid any bid packages due to the subcontractor bids exceeding the Contractor's estimate that was established prior to bidding.
  - .12 Required revisions to the Construction Documents after the initial bidding period due to the bids exceeding the Owner's budget unless outside the Contractor's control due to market condition changes that can be substantiated between the date of the contractor's final cost estimate and the bid due date.
  - .13 Change Order and Construction Change Directive requiring evaluation of proposals, including revisions of the Contract Documents where changes are due to defective or non-conforming Work by the General Contractor or its subcontractors in connection with the Work.
  - .14 Changes to the Construction Documents made necessary by acceptance of a substitution.
    - a. Substitutions will only be reviewed and considered for acceptance if they provide cost reductions to be realized by the Owner. These reductions must include any fees and expenses related to additional services required by the Architect or their consultants to modify the Construction Documents.
  - .15 Evaluation of an extensive number of claims by the Contractor or any subcontractor in connection with the Work.

4.3.2 The Owner will compensate the Architect and his consultants for additional time and expenses related to any of the above services, and will deduct the amount of such services from the Contractor's Contract Sum by Change Order. Additional services will be preformed after notification to the Contractor that services of the Architect are required due to circumstances identified above. The Architect's Additional Services will be calculated at the following rates:

.1	Senior Principal	\$ 250.00
.2	Principal	\$ 200.00
.3	Senior Architect/Designer/Project Manager	\$ 140.00
.4	Architectural Intern/Designer/Project Manager	\$ 100.00
.6	Senior Historic Preservation Specialist	\$ 140.00
.7	Historic Preservation Specialist	\$ 100.00
.8	Administrative	\$ 75.00

D. Article 9 - Payments and Completion:

1. Add Subparagraph 9.6.9: "Until Substantial Completion the Owner will retain 5 percent of the amount due the Contractor on account of progress payments. Upon Substantial Completion retainage will be reduced to 5 percent."

E. Article 10 - Protection of Persons and Property:

1. Add Paragraph 10.5: "The Contractor shall not knowingly use any materials containing asbestos or other known hazardous materials in the Work."

F. Article 11 - Insurance and Bonds:

1. In Subparagraph 11.1.1, following the word "located", add "and against whom the Owner has no reasonable objection."
2. Add the following to the end of Subparagraph 11.1.1: "The form of the Certificate of Insurance shall be ACORD form 25S or other form acceptable to the Owner."
3. Add Subparagraph 11.1.5: "Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
  - .1 Premises-Operations including X, C and U coverages as applicable.
  - .2 Independent Contractors' Protective.
  - .3 Products and Completed Operations.
  - .4 Personal Injury Liability with Employment Exclusion deleted.
  - .5 Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
  - .6 Owned, non owned and hired motor vehicles.
  - .7 Broad Form Property Damage including Completed Operations."
4. Add Subparagraph 11.1.6: "The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits or those required by law, whichever is greater and shall include the following coverages as a minimum:
  - .1 Worker's Compensation:
    - (a) State: Statutory.
    - (b) Applicable Federal: Statutory.
    - (c) Employer's Liability: \$500,000 per accident; \$500,000 per disease, Policy Limit; \$500,000 per disease, each employee.
  - .2 General Liability including Premises-Operations; Independent Contractors' Protective; Products and Completed Operations; Broad Form Property Damage:
    - (a) Bodily Injury and Property Damage: \$1,000,000 combined single limit.
    - (b) Products and Completed Operations shall be maintained for 2 years after final payment. Provide evidence of coverage on annual basis.
    - (c) Property Damage Liability: Include X, C and U coverage.
    - (d) Contractual Liability: \$1,000,000 combined single limit.
    - (e) Personal Injury, with Employment Exclusion deleted: \$1,000,000 aggregate.
    - (f) If the General Liability policy includes a General Aggregate, such General Aggregate shall be not less than \$2,000,000. Policy shall be endorsed to have General Aggregate apply to this Project only.
  - .3 Automobile Liability including owned, non owned and hired vehicles:
    - (a) Bodily Injury and Property Damage: \$1,000,000 combined single limit.
  - .4 Umbrella Excess Liability: \$4,000,000 over primary insurance."
5. Delete Subparagraph 11.1.2; substitute the following: "Furnish to Owner performance bond and labor and material payment bond, each equal to the amount of the Contract Sum, with approved surety, covering faithful performance of Contract and payment of obligations incurred in performance of Contract and also for use and benefit of parties who may become entitled to liens under the Contract according to provisions of laws of the State in which the project is located. The form of the bonds shall be acceptable to Owner."

6. Add Clause 11.1.2.1: "The Contractor shall deliver the required bonds to the Owner not later than three days following the date of execution of the Owner - Contractor Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished."
  7. Add Clause 11.1.2.2: "The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney."
- G. Article 15 – Claims and Disputes
1. In Subparagraph 15.1.7, delete "The Contractor and Owner"; substitute "The Contractor, Owner, and Architect."
  2. Delete Paragraph 15.4.

**END OF DOCUMENT**

## SECTION 01 23 00

### ALTERNATES

#### PART 1 – GENERAL

##### 1.1 SUMMARY

- A. Section Includes: Documentation of changes to Contract Sum and Contract Time.
- B. Contract Documents contain pertinent requirements for materials and methods to accomplish work described herein.
- C. Provide alternate costs for inclusion in Contract Sum if accepted by Owner.

##### 1.2 RELATED REQUIREMENTS

- A. Owner-Contractor Agreement: Alternates accepted by Owner for incorporation into the Work.
- B. Individual specification sections identified.

##### 1.3 PROCEDURES

- A. Alternates will be exercised at the option of Owner.
- B. Coordinate related work and modify surrounding work as required to complete the work, including changes under each Alternate, when acceptance is designated in Owner-Contractor Agreement.

##### 1.4 DESCRIPTION ALTERNATES

- A. Alternate No. 1: Re-pave East Parking Lot
  - 1. Base Bid: No work to east parking lot and connecting drives.
  - 2. Alternate Bid: Re-pave existing east parking lot and connecting drives to North Crocket Avenue with asphalt and re-strip parking spaces. Prep surfaces as required to maintain current elevations and accommodate proper installation of asphalt paving.
    - a. Related Specification Sections:
      - (1) Section 32 11 00 – Plant Mix Bituminous Pavements
      - (2) Section 32 17 23 – Pavement Markings
- B. Alternate No. 2: Repave West Parking Lot
  - 1. Base Bid: No work to west parking lot with the exception of the following: striping for standard and handicap parking spaces and accessible aisle, ADA parking signage, and concrete wheel stops at each parking space.
  - 2. Alternate Bid: Complete work in base bid. Additionally, re-pave existing west parking lot and connecting drives with asphalt and re-strip parking spaces. Prep surfaces as required to maintain current elevations and accommodate proper installation of asphalt paving.
    - a. Related Specification Sections:
      - (1) Section 32 11 00 – Plant Mix Bituminous Pavements
      - (2) Section 32 17 23 – Pavement Markings
- C. Alternate No. 3: Provide ADA Parking Adjacent to North Entry
  - 1. Base Bid: No work to existing drives.

2. Alternate Bid: Provide ADA parking space adjacent to north entry. Work includes striping parking space and aisle, ADA parking sign, concrete wheel stop, concrete curb ramp, and concrete side walk extending to accessible route. Re-paving of drive is contingent upon acceptance of Alternate No. 2.
  - a. Related Specification Sections:
    - (1) Section 10 14 23 - Signage
    - (2) Section 32 11 00 – Plant Mix Bituminous Pavements
    - (3) Section 32 17 23 – Pavement Markings
  
- D. Alternate No. 4: Replace Existing Roof Mounted Outdoor Air Handling Unit
  1. Base Bid: Retain existing roof mounted outdoor air handling unit and make fully functional
  2. Alternate Bid: Remove existing roof mounted outdoor air handling unit and replace with Daikin DP5A050 100% Outside Air Unit, or approved equal. Refer to drawings for additional information.
    - a. Related Specification Sections:
      - (1) Section 23 72 12 – Semi-Custom Packaged Rooftop Air Conditioners
  
- E. Alternate No. 5: Provide 2<sup>nd</sup> Chiller
  1. Base Bid: Utilize existing Chiller system without adding additional capacity. Provide blind flange connections for future chiller.
  2. Alternate Bid: Provide new Air-Cooled Chiller equal to Daikin AGZ101E, or approved equal. Refer to drawings for additional information.
    - a. Related Specification Sections:
      - (1) Section 23 64 28 – Air-Cooled Chillers
  
- F. Alternate No. 6: Provide Lightning Protection System
  1. Base Bid: No lightning protection system.
  2. Alternate Bid: Contractor shall design and provide lightning protection system complying with requirements of UL 96A for a Master “C” Label and referenced Specification Section. UL master label shall be obtained.
    - a. Related Specification Sections:
      - (1) Section 26 41 00 – Lightning Protection System
  
- G. Alternate No. 7: Replace Suspended Gyp. Board Ceiling in Kitchen Areas
  1. Base Bid: Retain existing suspended gyp. Board ceilings in the following spaces: Dishwashing 102C, Freezer Room 102D, Kitchen 102E, and Storage 102K. Selectively remove and replace portions of ceiling as require to provide specified MEP systems. Restore ceiling to provide a seamless transition between new and existing areas. Finish as specified.
  2. Alternate Bid: Remove and replace existing suspended gyp. Board ceilings in the following spaces: Dishwashing 102C, Freezer Room 102D, Kitchen 102E, and Storage 102K. Coordinate installation with installation of specified MEP systems. Finish as specified.
    - a. Related Specification Sections:
      - (1) Section 09 29 00 – Gypsum Board Assemblies
      - (2) Section 09 91 00 – Painting and Finishing
  
- H. Alternate No. 8: Selective Exterior Work at the Convent
  1. Base Bid: No work to the Convent
  2. Alternate Bid: Complete exterior work indicated on Sheet A3.02.



- I. Alternate No. 9: Asbestos Abatement at the Convent
  - 1. Base Bid: No work to the Convent
  - 2. Alternate Bid: Remove asbestos containing materials at the Convent per Asbestos Abatement Specifications in the Appendix of the Project Manual.
  
- J. Alternate No. 10: Replace Water Closets and Lavatories
  - 1. Base Bid: Remove and salvage existing water closet and lavatory fixtures and reinstall at new locations where indicated in the Drawings.
  - 2. Alternate Bid: Remove and dispose existing water closet and lavatory fixtures. Provide new fixtures as specified.
    - a. Related Specification Sections:
      - (1) Division 22 - Plumbing
  
- K. Alternate No. 11: Replace Existing Door Assemblies
  - 1. Base Bid: Retain existing door assemblies where indicated on the Drawings and restore as indicated in the Detailed Door Inventory in the Appendix of the Project Manual.
  - 2. Alternate Bid: Remove and dispose existing door assemblies. Provide new door assemblies as specified.
    - a. Related Specification Sections:
      - (1) Section 08 11 13 – Hollow Metal Doors and Frames
      - (2) Section 08 14 16 – Flush Wood Doors
      - (3) Section 08 41 13 – Aluminum Framed Entrances and Storefronts
      - (4) Section 08 71 00 – Door Hardware

**PART 2 – PRODUCTS**

2.1 Not used.

**PARTS 3 – EXECUTION**

3.1 Not used.

**END OF SECTION**