

**Texas A&M AgriLife Research
Request for Quote #100357648**

The Texas A&M AgriLife Purchasing Department is requesting quotes on the following:

Option A: Retrofit Metal Roof Panel System

Furnish all labor, material, and equipment necessary to:
Install a new retrofit metal roof panel system including trim over existing leaking R-panel metal roof.
Install new gutter and downspouts along the east eave. Replace gutter hangers supporting existing gutter along the west eave.

Option B: Remove and Replace Roof with Similar R-panel Metal Roofing

Furnish all labor, material, and equipment necessary to:
Remove and replace roof with similar R-panel metal roofing including trim in lieu of installing retrofit system over existing.
Install new gutter and downspouts along the east eave. Replace gutter hangers supporting existing gutter along the west eave.

Vendors can submit quotes on Option A, Option B, or both. The Agency will determine which option serves the best interest of the Agency and will make the award accordingly.

See attached Specifications.

Location:

Texas A&M AgriLife Research Center at Beaumont (West of Hwy 90, near China)
1509 Aggie Drive
Beaumont, TX 77713

Please return your price quote to Chris Chamberlain (979)845-4786 at:

cchamberlain@tamu.edu

or by fax to 979-458-1217

DEADLINE: QUOTES MUST BE RECEIVED BY THE AGENCY ON OR BEFORE MONDAY, AUGUST 27, 2018, AT 3:00 P.M. CST.

If discrepancies, ambiguities, or omissions are found in the Request For Quote and/or Specifications, or if further information or interpretation is desired, please address them in writing to:

Chris Chamberlain (979-845-4786)

Fax, 979/458-1217

E-mail, cchamberlain@tamu.edu

All questions must be received on or before Thursday, August 23, 2018, at 3:00 P.M.

CST. When deemed appropriate by the Agency, questions will be answered by addendum. All provisions and requirements of such addenda will supersede or modify affected portion of the Request For Quote and Specifications. All addenda will be incorporated in and bound with the contract documents. No other explanations or interpretations will be considered binding.

Please note that the following words/terms are interchangeable:

- Quote, Bid, Proposal
- Vendor, Bidder, Contractor
- Purchase Order, Contract, Agreement

Terms and Conditions: Vendor's acceptance is subject to the Agency's terms and conditions. These supersede any other terms and conditions issued by the vendor. Having the status of a state agency, Texas A&M AgriLife must abide by the laws of the State of Texas. The attached terms and conditions are those that will accompany any purchase order issued by the Agency.

Governing Law: Any contract resulting from this request for quote shall be construed and governed by the laws of the State of Texas.

Public Information:

(a) The vendor acknowledges that the Agency is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to any resulting agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon the Agency's written request, the vendor will provide specified public information exchanged or created under any resulting agreement that is not otherwise excepted from disclosure under Chapter 552, Texas Government Code, to the Agency in a non-proprietary format acceptable to the Agency. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which the Agency has a right of access.

(c) The vendor acknowledges that the Agency is required to post a copy of the fully executed agreement on its Internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

Terms of Payment: Net 30 days upon successful installation by the vendor and acceptance by the Agency, or net 30 days upon receipt of correct invoice, whichever is later.

Warranty: Any quote submitted should include complete warranty information for the items being offered.

Delivery and Installation: Any quote submitted should include the number of days to complete the installation after receipt of a purchase order.

Conflict of Interest:

By executing any resulting agreement, the vendor and each person signing on behalf of the vendor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of the Texas A&M System or the A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of any resulting agreement, or in the services to which any resulting agreement relates, or in any of the profits, real or potential, thereof.

Prohibition on Contracts with Companies Boycotting Israel:

By executing any resulting agreement, the vendor certifies it does not and will not, during the performance of any resulting contract, boycott Israel. The vendor acknowledges any resulting agreement may be terminated if this certification is inaccurate.

Certification Regarding Business with Certain Countries and Organizations:

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the vendor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. The vendor acknowledges any resulting agreement may be terminated if this certification is inaccurate.

Best Value Criteria: Texas A&M AgriLife Research reserves the right to accept or reject any or all quotes, to waive informalities and technicalities, to accept the offer considered most advantageous and award the request for quote based on best value criteria. In determining what is the best value to the Agency, the Agency shall consider any or all of the following:

- 1) purchase price
- 2) the reputation of the vendor and the vendor's goods or services.
- 3) the quality of the vendor's goods or services.
- 4) the extent to which the goods or services meet the Agency's needs.
- 5) the vendor's past relationship with the Agency.
- 6) the total long-term cost to the Agency in acquiring the vendor's good or services.
- 7) the length and coverage of the vendor's warranty.
- 8) the delivery time.
- 9) any other relevant factor that a private business entity might consider in selecting a vendor.

ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF THE PURCHASE
ANY EXCEPTIONS THERETO MUST BE IN WRITING

The following are the terms and conditions for Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, and Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL), hereafter referred to as the Agency.

1. VENDOR REQUIREMENTS

- 1.1 Vendors must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Pricing must be quoted on a "per unit" basis, extended as indicated. Any trade discounts included must be itemized and deducted from extended prices. Unit Prices shall govern in the event of extension errors. Vendor guarantees product or service offered will meet or exceed specifications included.
- 1.3 Purchases should be "F.O.B. destination, freight prepaid and allowed". However, if vendor quoted freight otherwise, then face of order should show exact delivery cost and who bears cost if not included in unit price.
- 1.4 Prices are firm for within 30 days of the offer. Cash discounts were not considered in determining the best value. All cash discounts will be taken if earned.
- 1.5 Purchases made for the Agency's use are exempt from the State Sales tax and Federal Excise tax. Excise Tax Exemption Certificate will be furnished by the Agency upon request.
- 1.6 The Agency reserves the right to accept or reject all or any part of any offer, waive minor technicalities and issue the purchase order to the vendor that best serves the interests of the State. Any contract may also be extended up to three (3) months at the sole discretion of the Agency.
- 1.7 Consistent and continued tie offers could cause rejection of offers by the Agency and/or investigation for antitrust violations.

2. SPECIFICATIONS

- 2.1 Any catalogue, brand name, or manufacturer's reference used is descriptive only (not restrictive), and is used to indicate type and quality desired. Therefore, offers of brands of like nature and quality were considered unless otherwise specified. Vendor will be required to furnish brand names, numbers, etc., as specified on the purchase order unless noted otherwise at time of offer.
- 2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 The Agency will not be bound by any oral statement or representation contrary to the terms and conditions of this purchase.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated.

3. DELIVERY

- 3.1 Order delivery time as shown on the face of the purchase order reflects the number of days required to place material in receiving agency's designated location under normal conditions. Failure of vendor to state delivery time obligates supplier to complete delivery in 14 calendar days.
- 3.2 If delay is foreseen, supplier shall give written notice to the Agency. The Agency has the right to extend delivery date if reasons appear valid. If the supplier fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the Agency reserves the right to purchase specified supplies elsewhere, and charge the full increase in price, cost of handling, and rebidding, if any, to the vendor.
- 3.3 No substitutions or cancellation permitted without written approval of the Texas A&M AgriLife Purchasing Department.
- 3.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the Agency.

4. INSPECTION AND TESTS

All goods will be subject to inspection and test by the Agency to the extent practicable at all times and places. Authorized Agency personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at the Agency's option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT

A response to an Invitation for Bid is an offer to contract with the Agency based upon the terms, conditions, and specifications contained herein. Offers do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed, and interpreted under the laws of the State of Texas.

6. PAYMENT

Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. Please note: If the invoice is not addressed as instructed, payment will be delayed. The Agency will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services on an uncontested invoice. All payments will be made in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251.

7. PATENTS OR COPYRIGHTS

The supplier agrees to protect the Agency from claims involving infringement of patents or copyrights.

8. SUPPLIER ASSIGNMENTS

Supplier hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Texas Business and Commerce Code Ann. Sec. 15.01, et seq. (1967).

9. VENDOR AFFIRMATION

By accepting this order, the vendor affirms any false statement is a material breach of contract and shall void the submitted quote or any resulting contracts, and the vendor shall be removed from all bid lists. By signature hereon affixed, the vendor hereby certifies that:

- 9.1 The vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 9.2 The vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas.
- 9.3 Pursuant to Section 2155.004, Texas Government Code, relating to collection of state and local sales and use taxes, the vendor certifies that the individual or business entity named in this order is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 9.4 Neither the vendor nor the firm, corporation, partnership or institution represented by the vendor, or anyone acting for such firm, corporation, partnership or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 9.5 The vendor had not received compensation for participation in the preparation of the specifications for order.
- 9.6 The supplier shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, from any acts or omissions of supplier or any agent, employee, subcontractor, or supplier of supplier in the execution or performance of this purchase order.
- 9.7 Vendor hereby agrees that any payments due under this contract will be applied towards any debt, including but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 9.8 Vendor certifies that they are in compliance with Section 669.003 of the Texas Government Code, relating to contracting with an executive of a state agency, Vendor represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, TVMDL, or any other state agency, was involved with or has any interest in this bid or any contract resulting from this bid. If vendor employs or has used the services of a former executive head of Texas A&M AgriLife Research, Texas A&M AgriLife Extension Service, TVMDL, or other state agency, then respondent shall provide the following information relating to contracting with an executive head of a state agency.

Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Vendor: _____
Date of Employment with Vendor: _____

- 9.9 Vendor agrees to comply with Texas Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 9.10 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards.
- 9.11 Vendor represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this purchase order (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule §206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to the Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then the Agency may terminate this

Agreement and vendor will refund to the Agency all amounts the Agency has paid under this purchase order within thirty (30) days after the termination date.

10. NOTE TO VENDORS

Any terms and conditions attached to a quote will not be considered unless the vendor specifically refers to them in the quote. WARNING: Such terms and conditions may result in disqualification of the quote, (e.g. quotes with the laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.).

11. PUBLIC INFORMATION ACT

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). Pursuant to Texas Government Code, Sections 552.021 and 552.023, individuals are entitled to request, receive, review, and correct information collected by the Agency related to the individual. To request information, please email da-schneider@tamu.edu or call 979-847-5801.

12. TEXAS FAMILY CODE SECTION 231.006

Ineligibility to receive state grants or loans, or receive bids or payments on state contracts.

- 12.1 A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
- (1) receive payments from state funds under a contract to provide property, materials, or services; or
 - (2) receive a state-funded grant or loan.
- 12.2 A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
- (1) all arrearages have been paid; or
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- 12.3 Pursuant to Section 231.006 (c), Family Code, quote should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the quote. Vendors that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & Social Security number for each person. Otherwise this information must be provided prior to contract award.
- 12.4 Pursuant to Section 231.006, Family Code, re: child support, the vendor certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledge that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 12.5 If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- 12.6 If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the State for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
- Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995.
Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by the Agency, and the vendor to attempt to resolve any claim for breach of contract made by vendor:

- 13.1 Vendor's claim for breach of this contract, that the parties cannot resolve in the ordinary course of business, shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, vendor shall submit written notice, as required by Subchapter B, to:

Dr. David Lunt, Texas A&M AgriLife Research
Mr. Kyle Smith, Texas A&M AgriLife Extension Service
Dr. Roger Parker, Texas A&M Veterinary Medical Diagnostic Laboratory (TVMDL)

Said notice shall also be given to all other representatives of the Agency and vendor otherwise entitled to notice under the parties' contract. Compliance by vendor with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

- 13.2 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Agency if the parties are unable to resolve their disputes under subparagraph (a) of this paragraph.
- 13.3 Compliance with the contested case process provided in Subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Agency, nor any conduct of any representative of the Agency thereafter, shall be considered a waiver of sovereign immunity to suit.
- (1) The submission, processing, and resolution of vendor's claim is governed by the published rules as adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260 as currently effective, hereafter enacted or subsequently amended.
 - (2) Neither the occurrence of an event, nor the pendency of a claim, constitutes grounds for the suspension of the performance by vendor, in whole or in part.

- (3) The designated individual responsible on behalf of the Agency for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Dr. David Lunt (Research) / Mr. Kyle Smith (Extension) / Dr. Roger Parker (TVMDL).

14. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS

As required by 1 Texas Administrative Code, Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only):

- 14.1 Effective September 1, 2006, the Agency shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Texas Administrative Code, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
- 14.2 Vendor shall provide the Agency with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Agency with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

SPECIFICATIONS

Retrofit Metal Roofing

*Texas A&M AgriLife Research
& Extension Center*

Beaumont, Texas

Texas A&M System



PROJECT NO. 0191

August 2018



*James D. Dunn, Jr.
8/8/2018*

NOTICE OF PROJECT

Retrofit Metal Roofing
Seed Tech Laboratory building
Texas A&M AgriLife Research & Extension Center
Beaumont, Texas
August 2018 Project 0191

Scope of Work

- Option A - Install new retrofit metal roof panel system including trim over existing leaking R panel metal roof.
Install new gutter and downspouts along the east eave. Replace gutter hangers supporting existing gutter along the west eave.
- Option B - Remove and replace roof with similar R-panel metal roofing including trim in lieu of installing Retrofit system over existing.
Install new gutter and downspouts along the east eave. Replace gutter hangers supporting existing gutter along the west eave.

MANDATORY EXAMINATION OF SITE

A Mandatory Site Investigation is required per Specifications, **Instructions to Bidders section.**

INSTRUCTIONS TO BIDDERS

PROJECT SITES and CONTACT

The project site is located at (Texas A&M AgriLife Research & Extension Center, **1509 Aggie Drive, Beaumont, Texas**, (west out Hwy 90, near China).

MANDATORY EXAMINATION OF SITE

A mandatory site inspection is required prior to bidding. Each Contractor shall be required to visit the site and examine the condition of the site. Contractors that visited site previously are not required to re-visit.

Contact to schedule site investigation is **Randy Eason** (Owner's Representative) **409-893-4336**.

The Contractor shall sign in with the Owner's Representative and provide the following information in writing:

Company Name	Phone Number / E-mail / Fax
Address	Person's Name
City, State	Date/Time

Failure to comply with this section will be grounds for rejection of bid.

No information noted in the specifications shall relieve the Contractor of the responsibility of visiting the site and making such investigations as he/she may require.

After investigating the project site and comparing the Drawings and Specifications with the existing conditions, the bidder should immediately notify the Buyer of any conditions for which requirements are not clear, or about which there is any question regarding the extent of the Work involved.

Should the successful bidder fail to fully investigate, and should a question arise later as to the extent of the Work involved in any particular case, the Buyer and Agency Engineer will make the proper interpretation of the Contract Documents.

Buyer – Chris Chamberlain, (979)845-4786, cchamberlain@tamu.edu

QUALIFICATIONS OF BIDDER

The Owner may make such investigations as necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish any requested information and data including an audited financial statement within 5 days of the Bid Opening. 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 this Bidder is properly qualified to complete the Work.

BID BOND / PROPOSAL GUARANTY

Not required.

CONTRACT AWARD

The Owner agrees that if a Contract is awarded, the award will be made within sixty (60) days of the bid opening date, unless otherwise stated in the Request For Quote.

Immediately following action by the awarding authority, the successful bidder will be notified of the award.

The Owner reserves the right to accept or reject any or all alternates or to accept any combination of alternates considered advantageous.

PURCHASE ORDER

Texas A&M - AgriLife Research / AgriLife Extension / Forest Service / Veterinary Medical Diagnostic Lab reserves the right to substitute the word "Purchase Order" for "Contract" in the documents whenever it feels that a signed Purchase Order will expedite the Project

INSURANCE

The Contractor shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to Texas A&M AgriLife Research/Extension/Forest Service. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to Texas A&M AgriLife Research/Extension/Forest Service at least ten days before the effective date of the cancellation.

Coverage

Limit

Worker's Compensation

Statutory Benefits (Coverage A)
Employers Liability (Coverage B)

Statutory
\$1,000,000 Each Accident
\$1,000,000 Disease/Employee
\$1,000,000 Disease/Policy Limit

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for Texas A&M AgriLife Research/Extension/Forest Service. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted.

Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage; If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System and Texas A&M AgriLife Research/Extension/Forest Service as additional insured's.

Commercial General Liability

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures the Contractor's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

The Contractor shall deliver to Texas A&M AgriLife Research/Extension/Forest Service:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by the Contractor under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability shall be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and Texas A&M AgriLife Research/Extension/Forest Service as Additional Insureds up to the actual liability limits of the policies maintained by the Contractor. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies shall be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and Texas A&M AgriLife Research/Extension/Forest Service. No policy will be canceled without unconditional written notice to Texas A&M AgriLife Research/Extension/Forest Service at least ten days before the effective date of the cancellation. All insurance policies shall be endorsed to require the insurance carrier providing coverage to send notice to Texas A&M AgriLife Research/Extension/Forest Service ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 11.

Any deductible or self-insured retention must be declared to and approved by Texas A&M AgriLife Research/Extension/Forest Service prior to the performance of any services by the Contractor under this Agreement. The Contractor is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement shall be mailed or emailed to the following Texas A&M AgriLife Research/Extension/Forest Service contact:

Name: Jimmy Dunn Email Address: jd-dunn@tamu.edu
Address: AgriLife Admin Services – Engineering
TAMU 2147
College Station, Texas 77843-2147

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by Texas A&M AgriLife Research/Extension/Forest Service in writing, except as may be noted.

The furnishing of the above listed insurance coverage, as may be modified herein, must be tendered prior to performance of the Contract. Failure to provide the insurance in a timely fashion may result in loss of the Contractor's bid surety and/or cancellation of the Contract.

The Owner shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements as they apply to the limits set out in these specifications.

If insurance policies are not written for the amounts specified, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

FINAL ACCEPTANCE AND PAYMENT

Schedule of Values: Prior to Notice to Proceed, Contractor shall submit a Schedule of Values detailing a breakdown of labor and material values for each division of work.

Progress Payments: Invoices/draws may be submitted at monthly intervals for progress payment of labor and materials on site to date. Retainage of 10% may be withheld till final.

Notification: When the work is completed, the Contractor shall notify the engineer that the work will be ready for pre-final inspection on a definite date. Upon verification by the engineer that the deficiencies found during pre-final inspection have been corrected and the Work is ready for final inspection and acceptance, the engineer will within 10 days make a final inspection, and when the work is found acceptable under the Contract documents, without exceptions, and the contract is fully preformed, the Owner will make final payment to the Contractor.

Final Payment Documentation: Neither the final payment nor the remaining retained percentages shall become due until the Contractor submits to the Engineer (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the owner or its property might in any way be responsible, have been paid or will be paid or otherwise satisfied within thirty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, T.C.S., (2) consent of surety, if any, to final payment and (3) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, release and waivers of claims arising out of the Contract, to the extent and in such form as may be designated by the Owner.

Final Payment: The making of final payment shall constitute a waiver of all claims by the Owner except those arising from: (1) faulty or defective work appearing after Beneficial Occupancy; (2) failure of the work to comply with the requirement of the contract documents documents ; (3) terms of any special warranties required by the contract documents. Acceptance of Final Payment shall constitute a waiver of all claims by the contractor except those specifically enumerated at the time of final payment.

GENERAL REQUIREMENTS

WORK AREA AND ACCESS

All work, materials storage, staging, and parking shall be confined within the area(s) designated by the Owner's Representative.

Access to the property shall be coordinated directly with the Owner's Representative. No construction traffic will be allowed over field/pasture roads or other non-designated areas.

The Contractor shall have on project site sufficient barricades to assure a minimum of inconvenience to traffic around the work area.

USE OF FACILITIES

The Contractor shall insure that Owner's personnel and equipment will not be endangered during construction and will be allowed continued normal operation within the buildings and grounds.

TOOLS, EQUIPMENT AND VEHICLES

The Contractor shall furnish all tools (hand, power, pneumatic, etc.), equipment, and vehicles for the construction of this project. **All facilities, tractors, welders, forklifts, etc. are off limits.**

SANITARY FACILITIES

The Contractor shall provide adequate sanitary facilities for his/her employees.

CONSTRUCTION UTILITIES

Water Service: The Owner will furnish water for construction purposes free of charge from an existing well. Point of connection and use shall be coordinated with Owner's Representative. The Contractor must furnish all tanks, pipes, hoses, fittings, devices, and accessories required for his/her operations.

DELIVERIES

The Contractor shall have personnel at the site necessary to accept delivery and accomplish unloading / handling of materials and equipment. The Owner will not be responsible for accepting and/or unloading of materials and equipment associated with this job.

STORAGE AND PROTECTION

The Contractor shall properly store materials and equipment at the jobsite within an area designated by the Owner's Representative. Protect same from the elements when in open storage. The Contractor will be responsible for keeping the assigned area free from fire hazards relating to improper storage procedures. The Owner accepts no responsibility for the security of the stored materials.

Properly protect all property, including insulation, pre-finished units, equipment, surfaces, vegetation, and other items during construction. Handle materials, equipment and devices carefully to prevent damage.

Material or equipment improperly handled or damaged from rough usage or improper storage shall be removed and replaced with new units when so directed by the Engineer.

CLARIFICATION

In case of doubt, do not proceed with work without first obtaining from the Engineer additional information or detail drawings as may be necessary for proper execution of work. Report discrepancies found in drawings and specifications without delay.

SUBSTITUTION OF MATERIALS

Where any article or thing is specified by proprietary name, trade name, name of manufacturer or catalog number with or without the addition of such expressions as "or equal" or "approved equal", it is to be understood that the article named or the equal thereof is intended, subject to the approval of the Engineer as to the equality thereof, and it is distinctly understood (1) that the Engineer shall use his judgement in determining whether or not any article or thing proposed to be substituted is the equal of any article or thing as specified; (2) that the decision of the Engineer on such questions of equality shall be final; and (3) that in the event of any adverse decision by the Engineer, no claim of any sort shall be made or allowed against the Owner.

CUTTING AND PATCHING

Required cutting and patching shall be done by the Contractor and/or responsible Subcontractor as necessary to accomplish the work described. Insure that all related penetrations, both old and new, are accomplished in a workmanlike manner and sealed as necessary for weather tight conditions upon completion of work.

DAMAGES

Care shall be exercised to prevent damages to existing facilities, trees, lawns, site improvements, site utilities, equipment, etc. Any such damages occurring shall be promptly corrected as directed by the Engineer. No claims for corrected work due to damages resulting from the Contractor or his Subcontractor shall be considered for payment.

WASTE DISPOSAL AND CLEANING

All material removed/replaced shall become property of the Contractor unless otherwise agreed with the Owner's Representative.

Debris shall be contained in a container, truck, or restricted refuse area as coordinated with the Engineer and Owner's Representative.

The Contractor shall be responsible for keeping the job site picked up clean and uncluttered during the course of construction. This includes timely removal and proper legal disposal off-site of all waste and debris associated with his/her job.

The Contractor shall provide safe and reliable transportation of debris, so that no material is allowed to fall onto public property or any other property other than the destination to which the removed materials are being transported.

Prior to final inspection and acceptance, perform final cleaning and removal of all waste, debris, and/or surplus materials resulting from this work.

GUARANTEE

The Contractor shall guarantee that the work performed under this contract is free from faulty materials and workmanship and will remain so for a period of one year from the date of substantial completion / acceptance by the Owner. Final payment on the contract by the Owner shall not relieve the Contractor of this responsibility.

Upon completion and prior to final payment, the Contractor shall furnish two complete copies of the following, all in clear vinyl jackets and assembled within 3-ring binder type covers:

Written certification, signed by the Contractor, attesting to the fact that the completed project complies with the requirements of the specifications and drawings and is warranted for a period of one year as outlined above.

Specific requirements for additional warranties and guarantees to include parts, labor, and other costs are noted in various sections of the technical specifications. Extended warranties / guarantees are required for, but not limited to, the following:

Paint/finish	25 years
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Copies of manufacturers' warranties for all equipment and fixtures.

Manufacturers' operating manuals, instructions and information for all equipment.

Contractor and subcontractor contact information for service.

METAL ROOFING & COMPONENTS

WORK INCLUDED

Furnish all labor, materials, and equipment necessary to:

- Option A - Install new retrofit metal roof panel system including trim over existing leaking R panel metal roof.
Install new gutter and downspouts along the east eave. Replace gutter hangers supporting existing gutter along the west eave.
- Option B - Remove and replace roof with similar R-panel metal roofing including trim in lieu of installing Retrofit system over existing.
Install new gutter and downspouts along the east eave. Replace gutter hangers supporting existing gutter along the west eave.

GENERAL

Structure is pre-engineered metal building (50' x 80') with gable style R-panel metal roof

All demolished materials removed shall become the property of the Contractor and shall be the Contractor's responsibility to properly dispose of off site.

Care shall be taken to protect existing accessories, roof framing, structure, facilities, equipment, etc. from damage. All damage occurring as a result of demolition shall be repaired at the expense of the Contractor.

METAL ROOFING

Roof coverings shall be 26 gauge precision roll formed ribbed panels of pre-finished steel with **factory applied vapor barrier backing**, coverage width of 36" and configured for retrofit over typical "R" panel configuration. **Retro-R system** as manufactured by MBCI.

Galvanized steel panels shall conform to ASTM Specifications A-446, Grade C, D or E, latest revision and having a tensile strength of at least 40,000 psi.

Zinc coating shall conform to ASTM Specifications A-525, G-90, latest revision.

Roof panels shall be continuous from ridge to eave unless approved otherwise and attached to form a weather tight structure **with joints lapped away from prevailing winds. Coordinate lap direction with Engineer.**

Ridge panels shall be die formed, 26 gauge, grade 50 steel, to match panel configuration, roof slope and color.

Before securing, all laps of roof/ridge panels (including roof flashings and trim) shall be sealed with a continuous ribbon of tape sealer.

Roof panels shall be sealed along top lap with ribbon tape sealer as recommended by manufacturer.

Flashing, water diverters (at valley/gutter), trim, etc. shall be furnished at the rake, corners, eaves, valleys, at framed openings and wherever necessary to provide weather tightness and a finished appearance.

Flashings and transitions shall be fabricated of metal similar in appearance and configuration to the roof. Flashings and transitions to the building shall be furnished by the metal panel manufacturer unless approved otherwise.

Flashings at pipe, vent, etc. penetrations shall be EPDM roof flashing assemblies, Oatey All-Flash or approved equal.

Roof panels, fasteners, screws, etc. and shall be **Galvalume Plus finish**.

Unless otherwise specified, the exposed surface of all galvanized steel flashing and trim, shall be color coated.

Surface preparation shall equal or exceed Government Specification MIL-C-490A, Type 1, Grade 1.

Interior surfaces shall be coated with a shop applied 0.5 mil thickness polyester color coat.

Exterior surfaces shall be color coated with shop applied covering having sufficient physical characteristics to provide resistance to failure through cracking, checking, crazing, spotting or loss of adhesion.

All exterior finishes shall have a **warranty period of at least 25 years**. Submit copy of manufacturer's warranty.

SEALANT

Ribbon tape shall be butyl rubber base or equal not less than 1" wide X 3/32" thick.

Polyurethane sealant shall be MasterSeal NP-1 by Master Builders/BASF.

ACCESSORIES

- Trim shall be similar finish to existing.
- Gutters: Pre-painted gutter system, **color to match existing west gutter**.
- Downspouts: Count similar to existing on west side.
- Install gutters and downspouts at similar locations to existing west side.
- Splash pads: Furnish pre-cast concrete splash pad below each downspout.

FASTENERS

Fasteners shall be manufacturer's standard fasteners of adequate length, designed and spaced to withstand design loads.

Fasteners shall have a neoprene sealing washer and be galvanized, cadmium plated or stainless steel.

Screws and other attachments shall be suitable for the application and as recommended by the manufacturer.

Color of screw heads shall match material being attached.

INSTALLATION

Remove existing fasteners, trim, etc. as recommended by manufacturer of new system and as necessary to prepare for installation.

Tarp the ground to catch debris. Clean up premise of screws, trimmings, other associated debris, etc.

Building trim shall be well fit and sealed.

Ensure that any items scheduled to remain are securely attached.

Installation resulting in deformed and/or damaged components or judged to be sloppy, inadequate or unsafe shall be cause for rejection by the Engineer. Affected areas must be corrected/replaced immediately.

Ensure that all roof penetrations are properly made and sealed. Clean surfaces thoroughly, let dry, then caulk with urethane or other compatible sealant. Coordinate with other trades as necessary.

All panels shall be attached together at lap joints with stitch screws spaced in accordance with manufacturer's recommendations. **Maximum 18" o.c.**

Install screw fasteners uniformly spaced at **two per 12" increment** along end laps and eaves.