



**COMPETITIVE SEALED BID  
W2017-17-B  
for  
WYLIE FIRE RESCUE  
BURN HOUSE IMPROVEMENTS**

***BIDS ARE DUE TO THE OFFICE OF THE PURCHASING AGENT***

CITY OF WYLIE  
GLENNA HAYES C.P.M., A.P.P.  
PURCHASING AGENT  
300 COUNTRY CLUB ROAD  
WYLIE, TEXAS 75098

*PRIOR TO:*  
**NOVEMBER 15, 2016 prior to 3:00 PM CT**

LATE BIDS WILL NOT BE ACCEPTED

**FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:**

Glenna Hayes C.P.M, A.P.P.  
Purchasing Agent  
[glenna.hayes@wylitetexas.gov](mailto:glenna.hayes@wylitetexas.gov)  
972 516 6140

Nancy Leyva  
Buyer  
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972 516 6131

**Time Critical Competitive Sealed Proposal Deliveries:** The City of Wylie, Texas cannot guarantee, due to internal procedures that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.

# CITY OF WYLIE INSTRUCTIONS AND TERMS FOR BIDDING

## THE FOLLOWING TERMS AND CONDITIONS APPLY TO ANY PROCUREMENT OF PRODUCTS OR SERVICES BY THE CITY.

1. **BID NOTIFICATION:** City of Wylie utilizes the following procedures for notification of bid opportunities: the Wylie News: [www.wylieneews.com](http://www.wylieneews.com). City of Wylie shall not be responsible for receipt of notification and information from any source other than that listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.
2. **ETHICS:** The bidder shall not offer or accept gifts of anything of value nor enter into any business arrangement with any employee, official or agent of the City of Wylie.
3. **REQUIRED INFORMATION:** City of Wylie (City) bid/proposal packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.
4. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** a prospective bidder must affirmatively demonstrate their responsibility. The City of Wylie may request representation and other information sufficient to determine bidder's ability to meet these minimum standards including but not limited to:
  - A. Have adequate financial resources, or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics;
  - E. Otherwise qualified and eligible to receive an award
  - F. Must have a current Certificate of Filing through the Texas Secretary of State Office at the time of bid submission (Texas Business Organization Code; Chapter 9)
5. **CORRESPONDENCE:** the number of this bid packet must appear on all correspondence, or inquiries, pertaining to this quotation.
6. **PREPARATION COST:** the City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any bid, quotation, or proposal.
7. **NOTICE OF PUBLIC DOCUMENTS:** any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.
8. **ADDENDA:** any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Wylie purchasing division. Addenda will be made available to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.
9. **NON-RESIDENT BIDDERS:** Pursuant to Texas government code, chapter 2252; A bidder who's principal place of business, ultimate parent company or majority owner's principal place of business is not in Texas, is considered a nonresident bidder. A nonresident bidder must underbid the lowest responsible resident bidder by an amount that is equal to, or less than, the amount by which a Texas resident would be required to underbid in the nonresident bidder's state. This provision does not apply to a contract involving Federal funds. The City reserves the right to request additional information from all vendors to determine compliance.
10. **INSURANCE:** the City requires vendor(s) to carry the minimum insurance as required by state laws, and insurance requirements as outlined in the bid/proposal documents. Vendors must submit endorsement pages as well as insurance certificates, and the City reserves the right to request a certified copy of the policy.

11. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City Charter regarding conflicts of interest. The City Charter states that “no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....”.
12. **SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
13. **SAMPLES:** any catalog, brand names, or manufacturer’s reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. **Samples should not be enclosed with bid unless requested.**
14. **TESTING:** testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
15. **PRICING:** bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.
16. **ERROR-QUANTITY:** bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.
17. **WARRANTY/GUARANTEE LAWS AND REGULATIONS:** By submittal of this bid, in addition to the guarantees and warranties provided by law, vendor expressly guarantees and warrants as follows:
  - A. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
  - B. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor’s own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
  - C. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
  - D. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.
18. **PACKAGING:** unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
19. **SHIPMENT/TITLE/RISK OF LOSS:** quotations shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery. The City of Wylie assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.
20. **DELIVERY PROMISE – PENALTIES:** quotations must show the number of calendar days required to place the materials in the possession of the City (do not quote shipping dates) and deliveries will be acceptable only during normal working hours at the designated location. When delivery delay can be foreseen, the bidder shall give prior notice to the purchasing division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the purchasing division to purchase goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.

21. **ELECTRONIC SIGNATURE – UNIFORM ELECTRONIC TRANSACTION ACT:** the City adopts Vernon Texas’ Statutes and Codes, Annotated Business and Commerce Code Chapter 43. Uniform Electronic Transaction Act, allowing individuals, companies, and governmental entities to lawfully use and rely on electronic signatures.
22. **PRESENTATION OF BIDS:** complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated.
23. **ALTERING BIDS:** bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
24. **LATE BIDS:** bid packets received in the purchasing department after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Wylie is not responsible for the lateness of mail carrier, weather conditions, etc.
25. **WITHDRAWAL OF BIDS:** Bids filed with the City may be withdrawn, modified and/or resubmitted prior to the time set in the bid specifications. Bidder agrees that once opened, a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.
26. **BID OPENINGS:** all bids submitted will be read at the City’s regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Wylie purchasing guidelines, and project documents, including but not limited to the bid/proposal specifications and required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.
27. **BID SUMMARY SHEET:** bid summary results will be made available forty-eight (48) hours after bid opening. Bidders desiring a copy of the bid summary sheet may request the results forty-eight hours (48) hours after the bid opening through the City’s web site at: [http://www.wylietexas.gov/departments/purchasing/bid\\_tabulations.php](http://www.wylietexas.gov/departments/purchasing/bid_tabulations.php).
28. **MINOR DEFECT:** the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
29. **EVALUATION:** bids/proposals will be evaluated as outlined in the bid/proposal document.
30. **SPLIT AWARD:** the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.
31. **PROTESTS:** all protests regarding the bid solicitation process must be submitted in writing to the Purchasing Agent within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the local government code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Council by contacting the City Secretary prior to council award. All staff recommendations will be made available for public review at the City’s web site 72 hours prior to the meeting of the City Council under the terms of the Texas Opening Meeting Act ([http://www.wylietexas.gov/city\\_government/boards\\_agendas\\_and\\_minutes/city\\_council3.php](http://www.wylietexas.gov/city_government/boards_agendas_and_minutes/city_council3.php)).

## **GENERAL TERMS AND CONDITIONS**

### **Bonding, Purchase Order and Payments:**

32. **BID SECURITY/BOND REQUIREMENTS:** If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsible and will not be considered for award. Performance and/or payments bonds, when required, shall be submitted (along with power of attorney), to the City prior to commencement of any work pursuant to the agreement provisions.

A BOND REQUIRED BY THIS SECTION MUST BE EXECUTED BY A CORPORATE SURETY IN ACCORDANCE WITH SECTION 1, CHAPTER 87, ACTS OF THE 56TH LEGISLATURE, REGULAR SESSION, 1959 (ARTICLE 7.19-1, VERNON'S TEXAS INSURANCE CODE).

A BOND REQUIRED UNDER THIS SECTION MUST CLEARLY AND PROMINENTLY DISPLAY ON THE BOND OR ON AN ATTACHMENT TO THE BOND:

THE NAME, MAILING ADDRESS, PHYSICAL ADDRESS, AND TELEPHONE NUMBER, INCLUDING THE AREA CODE, OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT.

33. **FUNDING:** the contractor recognizes that any contract shall commence upon the effective date and continue in full force and effect until termination in accordance with its provisions. Contractor and City herein recognize that the continuation of any contract after the close of any given fiscal year of the City of Wylie, which fiscal year ends on September 30th of each year, shall be subject to Wylie City Council approval. In the event that the Wylie City Council does not approve the appropriation of funds for the contract, the contract shall terminate at the end of the fiscal year for which funds were appropriated and the parties shall have no further obligations hereunder.
34. **ADDITIONAL TERMS:** Notwithstanding acceptance by the City of the goods or services resulting from an award, no additional terms or conditions of vendor, whether contained within vendor's invoice or otherwise, shall be accepted by City.
35. **PURCHASE ORDERS:** a purchase order(s) shall be generated by the City to the successful vendor, and constitutes a contract and any/all insurance requirements are in full effect. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number.
36. **PRICE ESCALATION:** price escalations may be permitted by the City of Wylie during the term of the contract. All requests for price escalation shall be in written form and shall demonstrate industry-wide or regional increases in the contractor's costs. Include documents supporting the price escalation, such as manufacturer's direct cost, postage rates, railroad commission rates, federal/state minimum wage laws, federal/state unemployment taxes, FICA, etc. Increases will apply only to the product(s) and/or service(s) affected by an increase in raw material, labor, or another like cost factor. The City of Wylie reserves the right to accept or reject any/all price escalations.
37. **PRICE REDUCTION:** if during the life of the contract, the contractor's net prices to other customers for the same product(s) and/or service(s) are lower than the City of Wylie's contracted prices, an equitable adjustment shall be made in the contract price.
38. **INVOICING:** Invoices shall be submitted to the City of Wylie, Accounts Payable, 300 Country Club Rd, Wylie, TX 75098.
39. **PAYMENT TERMS:** Are net 30 in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251), unless otherwise specified by the City in the bid/proposal packet.
40. **TAXES:** the City of Wylie is exempt from federal manufacturer's excise and state sales and use tax under Section 151 of the Texas Tax Code. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request, and the contractor shall comply with all provisions of Section 151.309.
41. **DELINQUENT TAXES:** section 2-2 of the City Code of Ordinances prohibits the payment of public funds to persons that owe delinquent taxes to the City of Wylie. Therefore, payment to a contractor for goods or services provided to the City under contract or Purchase Order may be withheld in the event the contractor owes delinquent taxes to the City.

#### **CONTRACT:**

42. **INTERLOCAL AGREEMENT:** successful bidder agrees to extend prices and terms to all entities who have entered into or will enter into joint purchasing interlocal cooperation agreements with the City of Wylie.

43. **ASSIGNMENT:** the contractor shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the purchasing division.
44. **AUDIT:** the City of Wylie reserves the right to audit the records and performance of contractor during the contract and for three years thereafter or as specified.
45. **CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this contract. All change orders to the contract will be made in writing by the City of Wylie.
46. **INDEMNIFICATION:** CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "CITY" FOR PURPOSES OF THIS PROVISION) FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS PROVISION), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONTRACTOR IS EXPRESSLY REQUIRED TO INDEMNIFY AND DEFEND THE CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS UNDER THE LAWS OF THE STATE OF TEXAS, THEN CONTRACTOR IS NOT REQUIRED TO INDEMNIFY THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY.

IN ADDITION TO CONTRACTOR'S INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION AND DEFENSE REQUIREMENTS HEREIN, IF AN INFRINGEMENT CLAIM OCCURS, OR IN CONTRACTOR'S OPINION IS LIKELY TO OCCUR, CONTRACTOR SHALL, AT ITS EXPENSE: (A) PROCURE FOR CITY THE RIGHT TO CONTINUE USING THE PRODUCT; (B) REPLACE OR MODIFY THE PRODUCT SO THAT IT BECOMES NON-INFRINGEMENT WHILE PROVIDING FUNCTIONALLY EQUIVALENT PERFORMANCE; OR (C) ACCEPT THE RETURN OF THE PRODUCT AND GRANT CITY A REIMBURSEMENT FOR THE PRODUCT. CONTRACTOR WILL PROCEED UNDER SUBSECTION (C) ABOVE ONLY IF SUBSECTIONS (A) AND (B) PROVE TO BE COMMERCIALY UNREASONABLE.

**THE INTELLECTUAL PROPERTY INFRINGEMENT INDEMNIFICATION HEREIN APPLIES TO ALL PRODUCTS PROVIDED, SUPPLIED OR SOLD UNDER THIS AGREEMENT BY CONTRACTOR TO CITY WHETHER MANUFACTURED BY CONTRACTOR OR A THIRD PARTY. CONTRACTOR REPRESENTS THAT, TO THE BEST OF ITS KNOWLEDGE, CITY'S USE OF PRODUCTS THAT ARE PROVIDED SUPPLIED, OR SOLD BY CONTRACTOR TO CITY AS PART OF THIS AGREEMENT DOES NOT CONSTITUTE AN INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS AND CITY HAS THE LEGAL RIGHT TO USE SAID PRODUCTS. CITY ENTERS INTO THIS AGREEMENT RELYING ON THIS REPRESENTATION.**

**THE INDEMNIFICATION AND DEFENSE OBLIGATIONS HEREIN SURVIVE THE TERMINATION OF THE CONTRACT AND/OR DISSOLUTION OF THIS AGREEMENT INCLUDING ANY INFRINGEMENT CURE PROVIDED BY THE CONTRACTOR.**

47. **TERMINATION and DEFAULT:** The City of Wylie may, at its option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this contract, terminate further work in whole or in part by giving at least thirty (30) days prior written notice to Contractor with the understanding that all services being terminated shall cease upon the date as indicated.

The City of Wylie also reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contractor fails to 1) meet delivery schedules or, 2) otherwise perform in accordance with these specifications. Breach of contract or default authorizes the City to exercise any and all of its rights allowed by law, including but not limited to award contract to another contractor, purchase elsewhere and charge the full increase in cost and handling to the defaulting contractor.

48. **REMEDIES:** the contractor and the City of Wylie agree that each party has rights, duties, and remedies available as stated in the uniform commercial code and any other available remedy, whether in law or equity.
49. **VENUE:** this agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Collin County, Texas. Exclusive venue shall be in Collin County, Texas.
50. **EMPLOYMENT ELIGIBILITY VERIFICATION and CLASSIFICATION:** the immigration reform and control act of 1986 (IRCA) makes it illegal for employers to knowingly hire or recruit immigrants who do not possess lawful work authorization and requires employers to verify their employees' work eligibility on a U.S. department of justice form I-9.

The contractor warrants that contractor is in compliance with IRCA and will maintain compliance with IRCA during the term of the contract with the City. Contractor warrants that contractor has included or will include a similar provision in all written agreements with any subcontractors engaged to perform services under this contract. The contractor also warrants that all employees are properly classified in accordance with Chapter 214.008 of the Labor Code.

51. **DISCLOSURE OF CERTAIN RELATIONSHIPS:** Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. . By law, this questionnaire must be filed with the records administrator of the City of Wylie not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [http://www.wylietexas.gov/city\\_government/city\\_secretary/forms1.php](http://www.wylietexas.gov/city_government/city_secretary/forms1.php). By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.
52. **CERTIFICATE OF INTERESTED PARTIES (Form 1295):** In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity. The disclosure of interested parties will be submitted online via Form 1295 and must be submitted to the governmental entity prior to any signed contract and/or vote by the governing authority.

Additional instructions and information are available at <https://www.ethics.state.tx.us/tec/1295-Info.htm> or by calling the Texas Ethics Commission at 512-463-5800. By signing the included "Compliance Page" the successful bidder agrees to adhere to HB 1295.

**W2017-17-B**  
**NOTICE TO BIDDERS and SUMMARY OF WORK**

**WYLIE FIRE TRAINING**  
**BURN BUILDING IMPROVEMENTS**

**GENERAL:**

The term "Owner" as used throughout these documents will mean the City of Wylie, Texas. The term "Offeror" or "Bidder" used throughout these documents will mean the Contractor submitting a bid.

**INVITATION – COMPETITIVE SEALED BIDS FOR THE FOLLOWING PROJECT:**

Project Title:           **Bid # W2017-17-B**  
                                  **WYLIE FIRE TRAINING – BURN BUILDING IMPROVEMENTS**

Project Address:    Located behind Wylie Fire Station 2  
                                  555 Country Club Road  
                                  Wylie, TX 75098

Owner Name:        City of Wylie, TX

Engineer:            JQ Engineering, LLP  
                                  100 Glass St.  
                                  Dallas, TX 75207  
                                  TBPE Firm F01294  
                                  Project # 3160190

**DESCRIPTION:**

**A. Project** - Bidder to furnish all necessary labor, services, materials, machinery, equipment, fuel, supervision, insurance, and bonds required for improvements to the Wylie Fire Rescue fire training burn building; located behind Fire Station #2 at 555 Country Club Wylie, TX 75098. The burn building, is a 600 square foot poured in place concrete building, with a flat roof that is constructed of eight (8) 22' pre-fab concrete panels.

Vendor must review provided engineer drawings and complete all items according to the bid specification. The Project includes:

- Removal and replacement of two (2) pre-fab roof panels (with roof hatches) will be removed due to sagging. The panels are to be removed and legally disposed of at an appropriate offsite facility.
- Provision and installation of two large I-beams on the roof. Hangers will be installed from the beams to support the new and existing roof panels.
- Construction and installation of a hand rail located on one (1) of the newly installed I-beams as noted on the drawings.
- Modification and re-installation of a pitch roof simulator located on the roof. The simulator is currently on site.

- Any deviation from the drawings will have to be approved by the Engineer. See Paragraph E. -Adherence to Engineer's Plans and Change Orders.

**B. Engineer's Estimated Budget - \$47,000.00**

**C. Estimated Completion - estimated at a maximum of 60 construction days after "Notice to Proceed" and start of work.**

**D. Method of Award - Lowest Responsive, Responsible Bidder in accordance with Government Code Section 2269, Subchapters B and C. Owner may consider:**

- Price
- Bidder's experience and reputation
- Quality of the bidder's goods and/or services
- Bidder's safety record
- Bidder's proposed personnel
- Bidder's financial capabilities
- Any other relevant factors specifically listed

**E. Adherence to Engineer's Plans and Change Orders**

All repairs and improvements must be made in accordance with the Engineer's provided drawings which meet applicable NFPA standards.

Any deviation from the published drawings or changes to the scope of work must be submitted in writing to the City representative, and approved by the Engineer and City in accordance with Texas Local Government Code 252.048 and applicable NFPA standards prior to the work being performed.

**INDEPENDENT CONTRACTOR:**

Contractor agrees that they are an independent contractor and not an officer, agent, servant or employee of the City; that Contractor shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agent, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Contractor, its offers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Contractors.

**PLANS AND SPECIFICATIONS:**

Plans, Specification and bid documents are available through:

- City of Wylie at <http://www.wylietexas.gov/departments/purchasing>
- Public Purchase at [www.publicpurchase.com](http://www.publicpurchase.com)

**NON-MANDATORY PRE-BID MEETING      11/3/2016**

All bidders are encouraged to attend this non-mandatory pre-bid meeting prior to submitting their bids. Vendors will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this request for proposal. Verbal side discussions at the meeting shall not be considered part of the bid documents unless confirmed in writing by the City and incorporated through an addendum. Questions asked at the meeting that cannot be adequately answered at that time, may be deferred until issuance of an addendum.

Location:            City of Wylie  
                          Fire Station #2  
                          555 Country Club Rd  
                          Wylie, TX 75098  
Date:                11/3/2016  
Time:                10:00 am CT

**\*Questions can be submitted in writing prior to the pre-proposal conference to the Purchasing Department at: [nancy.leyva@wylitexas.gov](mailto:nancy.leyva@wylitexas.gov)**

**MANDATORY SITE VISIT            deadline: 11/8/2016 prior to 4:00 pm CT**

A mandatory site visit will be held immediately following the pre-bid meeting. For vendors who cannot attend the pre-bid meeting and site visit on 11/3/2016, contact Asst. Chief Brandon Blythe at 972-965-5518 or [Brandon.blythe@wylitexas.gov](mailto:Brandon.blythe@wylitexas.gov) to make an appointment.

All contractors must be escorted by the City representative, and complete the site visit prior to the deadline. All contractors must complete the mandatory site visit, prior to submitting a bid.

**QUESTIONS      **WILL NOT BE ANSWERED VIA TELEPHONE OR FAX****

All questions must be submitted in writing to the City of Wylie Purchasing Department and must include contact person, address and email.

Nancy Leyva  
Buyer, City of Wylie  
[nancy.leyva@wylitexas.gov](mailto:nancy.leyva@wylitexas.gov)

Responses will be published in the form of an addendum. Verbal inquiries will not be accepted, and respondents should refrain from seeking additional information, clarification or other communications from any outside agency or City representative other than the Purchasing Department.

**QUESTIONS DEADLINE      11/9/2016 at 12:00 noon CDT**

All questions must be submitted no later than the stated deadline.

## ADDENDUMS

Addendums will be published in writing by the Wylie Purchasing Department, and will be made available via the following web sites:

- Public Purchase - <http://www.publicpurchase.com>
- City of Wylie - <http://www.wylietexas.gov/departments/finance/purchasing.php>  
**NOTE: Bidders downloading documents directly from the City's web site are responsible for monitoring that website for the publication of addendums.**

## **BID RECEIVING AND OPENING      11/15/2016    prior to 3:00 pm CDT**

- A. **Number of Sealed Bid Copies:** 1 original and 2 copies; bidder shall use the enclosed bid forms.
- B. **Bid Receiving Date and Time:** 11/15/16 prior to 3:00 pm CT
- C. **Bid Receiving Location:**  
City of Wylie  
Purchasing Department  
300 Country Club Road, 1<sup>st</sup> Floor  
Wylie, TX 75098      972-516-6140
- D. **Bid Opening Location:**  
City of Wylie  
300 Country Club Rd.  
Finance Conference Room – 1<sup>st</sup> Floor  
Wylie, TX 75098
- E. **Sealed Bids:** All bids must be sealed and the face of the envelope must contain the following information:  
Bid No.:                    **W2017-17-B**  
Name of Project:        **WYLIE FIRE TRAINING**  
                                      **BURN BLDG IMPROVEMENTS**  
Name of Bidder:        Your Company Name
- F. All bids shall be registered by automatic time clock at time of deposit; or by City validated proof of delivery.
- G. Bids deposited after receiving time by the bidder, a delivery service or any other delivery method will be returned unopened.
- H. All costs associated with the preparation/delivery of the bid, and or any subsequent presentations or request for other documentation, is the sole responsibility of the bidder.

**BONDS** All documents must be submitted within 10 days after the date of Contract execution.

- A. **Payment Bonds** (100%) - In accordance with Government Code 2253 and 2269, successful bidder shall submit a Material and Labor Payment Bond and power of attorney in amount of one hundred percent (100%) of Contract amount from an approved surety company holding a permit from the State of Texas to act as surety, or other sureties acceptable to the OWNER, on the forms provided in the specifications.

**NOTICE TO PROCEED; PRE-CONSTRUCTION MEETING; and COMPLETION SCHEDULE**

Upon receipt of Notice to Proceed, awarded contractor is required to attend a pre-construction meeting with 10 calendar days and to begin Project work within 10 business days. Project work is estimated to be completed within a maximum of 60 calendar days.

**RESERVATION OF RIGHTS**

The City of Wylie reserves the right to reject any or all bids and to waive informalities. In case of ambiguity or lack of clearness in stating prices in the bids, the City of Wylie reserves the right to request clarification thereof, to reject the bid or allow the bidder to withdraw the bid when applicable. Unreasonable (or "unbalanced") unit prices may deem the bidders offer as non-responsible and may authorize the City of Wylie to reject any bid.

**OTHER DEADLINES**

**CORPORATE RESOLUTION:** Upon request by the OWNER, bidder shall submit, within seven (7) business days after notice of award of contract, a corporate resolution, certificate of partnership agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership, or joint venture.

**INSURANCE:** Upon request by the OWNER, bidder shall furnish certificates of insurance and endorsement pages that meet the City requirements within ten (10) business days. Failure of the bidder to produce the required documents may deem the bidder as non-responsive. City of Wylie Insurance Requirements included.

**MISCELLANEOUS DOCUMENTS:** Upon request by the OWNER, bidder must submit, within five (5) business days, such documentation as the City requests to evaluate the qualifications of the bidder to perform the work. Failure of the bidder to produce documentation of qualifications in a timely manner may deem the bidder as non-responsive.

**DISCLOSURE OF CERTAIN RELATIONSHIPS**

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of The City of Wylie no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request,

the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Form is included.

**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS & CITY CHARTER**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer hereby certifies that they are in compliance with all applicable federal, state and local laws, and the City Charter. See “COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER” form.

**PREVAILING WAGE RATES** <http://www.access.gpo.gov/davisbacon/tx.html>

General Decision Number: TX160035 01/08/2016 TX35

The following information from Chapter 2258 Texas Government Code Title 10 requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in construction projects (highways, road, excavation, repair work or other project development or improvement) using public funds to include prevailing wage rate in the project bid documents and the construction contract.

**By submitting an offer, bidders certify that they are in compliance with all application federal, state and local laws.**

Chapter 2258 Texas Government Code Title 10 requires state agencies, cities, counties, independent school districts, and all other political subdivisions that engage in construction projects using public funds to include prevailing wage rate in the project bid documents and the construction contract.

**2258.021. Duty of Governmental Entity to Pay Prevailing Wage Rates**

- (a) The state or any political subdivision of the state shall pay a worker employed by it or on behalf of it:
  - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
  - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state

**HISTORICALLY UNDERUTILIZED BUSINESSES**

It is the policy of the City of Wylie to involve historically underutilized businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects.

END OF SECTION

WYLIE FIRE TRAINING  
BURN BUILDING IMPROVEMENTS

SPECIAL CONDITIONS

**SC.01 GENERAL**

The provisions of this section of the specifications shall govern in the event of any conflict between them and the "General Conditions of Agreement."

**SC.02 LOCATION OF PROJECT**

The proposed parking lot improvements are located behind Fire Station 2 located at 555 Country Club Rd, Wylie TX 75098. The plans include a map with the project location.

**SC.03 SCOPE OF WORK**

The work to be performed shall consist of furnishing all labor, tools, materials and equipment, and performing all work required for improvements to the Wylie Fire Rescue Burn Building.

**SC.04 DEFINITION OF TERMS**

Owner: The City of Wylie, Texas and their duly authorized personnel and agents. All notices, letters, and other communications directed to the Owner shall be addressed and delivered to:

Asst. Chief Brandon Blythe  
Wylie Fire Rescue  
City of Wylie  
300 Country Club Road, Bldg. 100  
Wylie, TX 75098

Engineer: An agent designated by the Owner to assume the duties and responsibilities assigned to Engineer in the Contact Documents, with the corresponding rights and authority.

Consulting Engineer is JQ Engineering LLP, 100 Glass Street, Dallas, TX 75207, or such other Engineer employed by the Owner and authorized by the Owner to act in any particular position.

Contractor: The construction contractor awarded a contract for construction of the proposed improvements.

Substantial Completion: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract

Documents so that the Owner can occupy or utilize the Work for its intended use.

Final Completion: For the purposes of tracking construction time, release of retainage or bonuses and assessing liquidated damages, Final Completion shall be defined as the date upon which all items that were identified during the final walk through (punch list) have been completed to the satisfaction of the Owner and the Contractor has requested final acceptance of the project.

**SC.05 STORAGE OF EQUIPMENT AND MATERIALS**

Storage of materials and equipment shall be the sole responsibility of the Construction Contractor. Storage of proposed equipment and materials shall be according to manufacturer's recommendations. The Contractor shall be solely responsible for any additional cost or liquidated damages caused by changes or delays in the delivery of materials and equipment requested by the Contractor.

**SC.06 PROSECUTION AND PROGRESS**

The NCTGOG Standard Specifications General Provisions, Item 108.8, Delays; Extension of Time; Liquidated Damages shall apply, except as amended in Special Condition SC.10 in this specification.

**SC.07 ALLOTTED COMPLETION TIME**

The Contractor will confirm the time allotted for the substantial completion of the project in the same manner as the cost of the project is bid. The time bid for the substantial completion of the project shall appear on the Proposal Form and shall be based on time starting on the date of the issuance of a Notice to Proceed. The Notice to Proceed shall consist of a written request by the Owner for the Contractor to proceed with construction of the project. In the event no Notice to Proceed is given, the Contract Time will commence to run ten (10) days after the day on which the Owner delivers the executed Agreement to the Contractor. Completion of this project at the earliest time possible is extremely important and the time bid will be considered during the evaluation of the bids.

**SC.08 EXAMINATION OF PROJECT SITE**

Prospective bidders shall make a careful examination of the site of the project, soil and water conditions to be encountered, improvements to be protected, disposal sites for waste materials not designated to be salvaged, and as to method of providing ingress and egress to private properties, and methods of handling traffic during construction of the entire project.

**SC.09 QUALIFICATION OF BIDDER AND AWARD OF CONTRACT**

It is the intention of the Owner to award a contract for the work included in this project based on the method of award outlined in Section 00.

Prior to award of contract, the bidder shall submit such evidence as the Owner may require to establish the bidder's qualifications to satisfactorily perform the work included in this project. Information that may be required shall include (1) the bidder's current financial statement including amount of funds readily available to commence and carry out the work, (2) a letter of auditor's opinion, (3) previous years Balance Sheet, Income Statement and Change of Financial Position, (4) a list of projects that have been satisfactorily completed by the bidder that are of the same general type as included in this contract, together with the names, addresses and phone numbers of persons familiar with this work, and (5) other information that may be pertinent to the bidder's qualifications.

**SC.10 LIQUIDATED DAMAGES**

The Construction Contractor understands and agrees that time is of the essence. The City and Contractor acknowledge that the actual damages that the City may sustain if the Contractor fails to complete the work on time are uncertain and will be difficult to ascertain. Consequently, the contractor agrees to pay the City the sum of **One Hundred and Fifty Dollars (\$150.00)** for each calendar day any work required for substantial completion is overdue until substantial completion has been achieved in the opinion of the Owner. Liquidated damages shall be **One Hundred and Fifty Dollars (\$150.00)** for each calendar day that completion of any work required for final completion is overdue after substantial completion is acknowledged by the Owner. Definitions for substantial and final completion are provided in the Special Conditions Section SC.04.

This amount is payable as reasonable and just compensation for failure to complete the work on time. This amount is payable as liquidated damages and not as a penalty and shall be deducted from the Construction Contractor's monthly pay request.

**SC.11 CONSTRUCTION SCHEDULE**

Before work is started, the Contractor shall prepare a detailed schedule of all construction operations that shall indicate the sequence of the work, the time of starting and completion of each part, and the installation dates for any major item of equipment. The schedule shall be submitted to the Engineer for review at least 10 days prior to beginning construction operations and the schedule shall provide for completion of the project within the time provided in the specifications.

Owner may require Contractor to add to his equipment or construction forces, as well as increase the working hours, if operations fall behind schedule at any time during the construction period. The Owner may withhold monthly payment if the Contractor does not maintain the construction schedule.

The Contractor shall give the Owner at least 7 days notice of any work, which may impact normal operations. Such work shall be fully coordinated with the Owner and be pre-approved by the Owner.

The schedule shall include a construction-phasing plan to insure minimum interruption of traffic on streets and driveways, as detailed in Section SC.50 BARRICADES, LIGHTS AND WATCHMEN of the Special Conditions.

**SC.12 CHANGE ORDERS:**

If changes in plans or specifications are necessary after the performance of the contract is begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment or supplies to be furnished; all such changes will be submitted in writing and must be approved by the City and the Engineer in accordance with Local Government Code 252 prior to the start of any such work. The original contract price may not be increased by more than 25% of the original contract.

**SC.13 CONFLICT OF INTEREST**

City Charter states that no member of the City Council or any officer or employee of the Owner shall have a financial interest, direct or indirect, in any contract with the Owner, nor shall be financially interested, directly or indirectly, in the sale to the Owner of any land, or rights or interest in any land, materials, supplies or services. Any willful violation of this prohibition shall constitute malfeasance in office. Any violation of this prohibition with the knowledge, expressed or implied, of the persons or corporations contracting with the Owner shall render the contract voidable by the City Manager, or the City Secretary, or the City Council.

The Construction Contractor represents that no member of the City Council, employee or officer of the Owner has an interest in the Construction Contractor.

#### **SC.14 STATE AND CITY SALES TAXES**

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

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

- a) all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- b) all materials, supplies, equipment and other tangible personal property used or consumed by the Contractor in performing the contract with the Owner.

Materials and supplies "used in the performance of a contract" include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the contract with the Owner are not included in the exemption.

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

#### **SC.15 REFERENCED SPECIFICATIONS**

Where reference is made in these specifications to specifications compiled by others, such reference is made for expediency and standardization from the material supplier's point of view, and such specifications referred to are hereby made a part of these specifications.

#### **SC.16 APPLICABLE CODES & STANDARDS**

References in the Contract Documents to local codes means any applicable Federal, State, and local laws, code, and regulations, including, but not limited to, the requirements of the Occupational Safety and Health Act of 1970 and the Texas Occupational Safety Laws. The Contractor shall take appropriate safety and health precautions to protect the work, the workers, the public, and the property of others. Reference to the standards

of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of receipt of bids, unless specifically stated otherwise.

#### **SC.17 TRADE NAMES AND MATERIALS**

No material, which has been used by the Contractor or any other for any temporary purpose whatever, is to be incorporated in the permanent structures of this project without written consent of the Owner. All materials incorporated in this project shall be new and free from defects.

Where materials or equipment are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words "equivalent", "proper", or "equal to" are used, they shall be understood to mean that the thing referred to shall be proper, the equivalent of, or equal to some other thing, in the opinion or judgment of the Engineer. Unless otherwise specified all materials shall be of the best of their respective kinds, shall be in all cases fully equal to approved samples. Notwithstanding that the words "or equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer, and the Engineer shall have the right to require the use of such specifically designated material, article or process.

#### **SC.18 CONCRETE MIX DESIGNS**

The Contractor shall submit proposed concrete mix designs according to the requirements of the bid specifications.

#### **SC.19 PROJECT MAINTENANCE**

The Contractor shall maintain, and keep in good repair, the improvements covered by these plans and specifications during the life of this contract.

#### **SC.20 CLEANUP AND RESTORATION OF PROPERTY**

During Construction: The Contractor shall at all times keep the job site as free from all material, debris and rubbish, as directed by the Owner and shall at least once a week remove same from any portion of the job site or when it becomes objectionable or interferes with the progress of the project, or operation of existing

facilities. The Contractor shall restore the job site continuously and maintain all restored areas until final acceptance by the Owner. During the construction the Contractor shall not damage improvements on private or public property, including but not limited to shrubs, grass, pavement, walks, curbs, irrigation system components and fences. Any damage to private or public property shall be promptly repaired or replaced as directed by the Owner with materials of equal or better quality and workmanship than the original and the cost for such repairs shall be borne by the Contractor.

Final: Upon completion of the work, the Contractor shall remove from the site all plants, materials, tools and equipment belonging to him or his subcontractors and restore the site to an appearance acceptable to the Owner. All equipment and materials installed for this project shall be thoroughly cleaned and delivered by the Contractor in a bright, clean, polished and new appearing condition.

#### **SC.21 GUARANTY AGAINST DEFECTIVE WORK & EXTENDED WARRANTIES**

The Contractor shall warrant and indemnify the Owner against any repairs which may become necessary for any part of the work performed under the contract, arising from defective workmanship or materials used therein, for a period of one (1) year after the date final payment for the Project. All special guarantees and manufacturer's warranties that extend beyond the correction period shall be issued directly to the Owner by certificate.

#### **SC.22 CONTRACTOR'S WARRANTY OF TITLE**

Contractor warrants and guarantees that title to all work, materials, and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to Owner at the time of payment free and clear of all liens, claims, security interests, and encumbrances (hereafter in these Special Conditions referred to as "Liens").

#### **SC.23 CONTRACTOR'S CONTINUING OBLIGATION**

Contractor's obligation to perform the work and complete the project in accordance with the Contract Documents shall be absolute. Neither recommendations of any progress or final payment by Engineer, nor the issuance of a certificate of Substantial Completion, nor any payment by Owner to Contractor under the Contract Documents nor any use or occupancy of the project or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to

do so, nor any correction of defective work by Owner shall constitute an acceptance of work not in accordance with the Contract Documents.

#### **SC.24 WAIVER OF CLAIMS**

The making and acceptance of final payment shall constitute:

- a) A waiver of all claims by Owner against Contractor other than those arising from unsettled Liens, from defective work appearing after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein.
- b) A waiver of all claims by Contractor against Owner.

#### **SC.25 DOCUMENTATION TO ACCOMPANY APPLICATIONS FOR PAYMENT**

Contractor's Applications for Payment shall be accompanied by the documentation specified herein. If payment is required for materials and equipment not incorporated in the work but delivered and suitably stored at the site, the Application for Progress Payment shall be accompanied by invoices and such data, satisfactory to Owner, as will establish Owner's title to the material and equipment and protect his interest therein, including applicable insurance.

Payments for such materials and equipment shall be based only upon the actual cost of the materials and equipment to Contractor and shall not include any overhead or profit to Contractor.

Failure to properly store materials and equipment will be cause to withhold payment for those materials and pieces of equipment.

Non-receipt of operation and maintenance manuals, as required, will be cause for Owner to consider withholding partial payment for that particular piece of equipment. See individual specifications for required operation and maintenance manuals.

#### **SC.26 PARTIAL PAYMENTS**

The General Conditions of Agreement, which are a part of the Contract Documents provides, among other things, that each month the Contractor shall submit a statement showing the total value of work done and materials delivered and properly stored on the site of the work during the previous month. This is interpreted to include only work accomplished in constructing the project and materials to be fabricated into the project, the cost of mobilizing, cost of bond and insurance

premiums and other items that do not result directly in actual value of work accomplished shall be pro-rated, throughout the project.

The cutoff date for partial payments shall be the 25<sup>th</sup> of each month instead of the last day of the month. The Contractor shall submit the monthly estimate for payment to the Owner no later than the 25<sup>th</sup> in order for the Owner to mail payment in accordance with the Texas Prompt Payment Act. The Contractor shall submit the monthly estimate form as furnished by the Owner.

#### **SC.27 APPLICATION FOR FINAL PAYMENT**

In addition to all the requirements of the General Conditions, the final Application for Payment shall be accompanied by all other documentation called for in the Contract Documents, including Affidavit of Bills Paid, Waiver of Lien, Consent of Surety to Final Payment, complete record drawings and other data or schedules as Owner may reasonably require.

#### **SC.28 QUALITY CONTROL & TESTING**

##### **1. Quality Control**

Contractor will be responsible for retaining an engineering testing laboratory to perform services related to checking the quality of the work being performed by the Contractor to determine if the improvements are being constructed in accordance with the plans and specifications as required. **This quality control service does not relieve the Contractor of his responsibility with regard to constructing the work in accordance with the contract.** If the Contractor fails to meet specified conditions by the first test, further tests to demonstrate compliance with the contract shall be at the Contractor's expense, and payment for the test can be withheld permanently from the Contractor's total compensation.

##### **2. Testing of Materials**

Observation of the Contractor's work to determine compliance with the plans and specifications may include testing of materials installed on the project. Testing of work performed and materials furnished shall be done by an Engineering Testing Laboratory employed by the Contractor. The Contractor shall use only materials in the work, which meet the requirements of the specifications. Contractor shall take three (3) concrete cylinders for compression testing; one tested at 7 days, one at 28 days and one to be retained to be used if the 28-day sample has low test results.

The City may employ the services of an Engineering Testing Laboratory to make certain inspections and to sample and test the materials to be used in the work. The Contractor shall furnish, at his own expense, all necessary specimens for testing of the materials and when requested, shall furnish a complete written statement of the origin, composition, and/or manufacturer of any or all materials that are to be used in the work. All materials not conforming to the requirements of the specifications will be rejected.

#### **SC.29 OWNER MAY SUSPEND WORK**

Owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than 90 days by notice in writing to Contractor and Engineer that shall fix the date on which work shall be resumed. Contractor shall resume the work on the date so fixed. If submitted in writing by the Contractor, as provided for in the General Conditions and Special Conditions of the Contract and approved by the Owner, the Contractor will be allowed an increase in contract price or an extension of the contract time, or both, directly attributable to any suspension.

#### **SC.30 EXISTING STRUCTURES & SERVICE LINES**

The plans show the location of all known surface and subsurface structures. However, the Owner assumes no responsibility for failure to show any or all of these structures on the plans, or to show them in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work or for increasing the pay quantities in any manner whatsoever, unless the obstruction encountered is such as to necessitate changes in the lines or grades, or require the building of such work, provisions for which are not made in the plans and proposal, in which case the provision in these specifications for extra work shall apply.

The Contractor shall verify the locations of all existing utilities and irrigation system components sufficiently in advance of the construction so that if it is necessary to change or move a utility, the progress of the work will not be delayed.

The Contractor shall be responsible for the protection of all existing service lines crossed or exposed by his construction operations. Where existing service lines are cut, broken or damaged, the Contractor shall immediately replace the service lines with the same as of original construction, or better, at his own cost.

The Contractor shall be required to comply with the General Project Notes and other notes in the Plans. Contract plans show known existing utilities that may be crossed by the proposed improvements. Contractor shall, in the presence of the Owner, uncover all of these utilities prior to the submission of shop drawings or installation of proposed improvements.

If the information indicates that there is a conflict between the existing utility and the grade and/or alignment of the proposed pipeline, the Contractor shall submit a revised profile and/or plan for review by Owner and Engineer.

### **SC.31 PUBLIC UTILITIES AND OTHER PROPERTY**

In case it is necessary to change or move the property of the Owner or of a public utility, such property shall not be moved or interfered with until authorized by the utility company or Owner.

It will be the Contractors responsibility to contact the proper authority, and set up a field meeting to verify by uncovering of the utility and determine the location and elevation of each major utility described above, at least two weeks prior to crossing the utility. If field conditions vary from those shown on the contract plans, the Contractor shall notify the Owner and the Consulting Engineer immediately of field conditions encountered, so sufficient time exists to make any necessary adjustments in line or grade. Failure by the Contractor to make proper and timely verification of the above-described utilities shall be justification for rejection of claim for extra cost by the Contractor.

If, after field verification, it is necessary to change or move the property of a property owner or of a public utility, 7 days notice shall be given before such change, and such property shall not be moved or interfered with until authorized by the property owner or the utility company. The right is reserved to the property owner or public utilities to enter upon the limits of the project for the purpose of making such changes or repairs of their property that may be made necessary by the performance of this contract.

### **SC.32 COORDINATION WITH OTHERS**

In the event that other contractors are doing work in the same area simultaneously with this project, the Contractor shall coordinate his proposed construction with that of the other contractors. Where connections, or other special items required for testing, are required between the works being performed under separate contracts the plans show the responsibility for each Contractor or the Owner will issue a written

determination concerning the responsibilities of each contractor.

### **SC.33 USE OF EXPLOSIVES**

Use of explosives will not be allowed.

### **SC.34 CLEAN AIR ACT AND CLEAN WATER ACT**

Contractor is responsible for compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act, Section 505 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency regulations.

### **SC.35 CONSTRUCTION DATA**

The Contractor shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, and Shop Drawings at the site in good order and annotated to show all changes made during construction. They shall be available to the Owner and Engineer and shall be delivered upon completion of the work.

### **SC.36 PRE-CONSTRUCTION CONFERENCE**

Prior to the commencement of work at the site, a pre-construction conference will be held at a mutually agreed time and place. The conference shall be attended by:

- Contractor and his superintendent
- Representatives of Owner
- Others as requested by Contractor, Owner or Consulting Engineer

Unless previously submitted to Owner, Contractor shall bring to the conference a tentative schedule for each of the following:

- Progress
- Procurement
- Shop Drawings and other submittals

The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established.

The agenda will include:

- Contractor's tentative schedules
- Review and distribution of Contractor's submittals
- Maintaining record documents
- Critical work sequencing
- Field decisions and Change Orders
- Use of premises, office and storage areas, security, housekeeping, and Owner's needs

Owner will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

**SC.37 DISPOSAL OF WASTE AND SURPLUS EXCAVATION AND CONCRETE**

All concrete removed, shall be disposed of in a legal and satisfactory manner. The Contractor shall provide in writing the final destination of this material in applicable.

**SC.38 OVERTIME WORK**

No work shall be done between 7:00 p.m. and 7:00 a.m. or on Saturdays, Sundays, or legal City holidays without permission of Owner. Should Contractor desire to work on these days, contractor shall contact the Owner, in writing, for approval at least 48 hours in advance. However, emergency work may be done without prior permission. The Owner shall authorize the time for tie-ins and connections to existing facilities.

**SC.39 POLLUTION CONTROL**

Contractor shall prevent the release of sanitary wastes, sediment, debris and other substances resulting from construction activities. No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris or other substance will be permitted to enter sanitary sewers and reasonable measures will be taken to prevent such materials from entering any drain or watercourse.

**SC.40 WATER FOR CONSTRUCTION**

The Contractor shall make the necessary arrangements for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing, flushing, flooding, or jetting. The City of Wylie shall provide water as required at the expense of the City.

**SC.41 LIGHTS AND POWER**

The Contractor shall provide, at his own expense, temporary lighting and power facilities required for the proper prosecution of the work if adequate lighting and power is not already available at the project site. There shall be no separate payment for this work.

**SC.42 BARRICADES, LIGHTS & WATCHMEN**

The Contractor shall, at his own cost and expense, furnish and erect such barricades, fences, lights and danger signals, shall provide such watchmen, and shall

provide such other precautionary measures for the protection of persons or property and of the work as are necessary. Barricades shall be painted in a reflective color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction.

The Contractor shall be held responsible for all damage to the work due to failure to provide adequate precautionary measures such as barricades, signs, lights and watchmen to protect the work and whenever evidence is found of such damage the Contractor shall immediately remove the damaged portion and replace it at his cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the Owner finally accepts the project.

**SC.43 SANITARY FACILITIES**

Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the project.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 men. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

**SC.44 ONSITE OBSERVATION**

The word "Inspection" or other forms of the word as used in the Contract Documents for this project, shall be understood as meaning the Engineer or the Owner's designated representative will observe the construction on behalf of the Owner. The Engineer or the Owner's designated representative will observe and check the construction in sufficient detail to satisfy himself that the work is proceeding in general accordance with the Contract Documents, but he will not be a guarantor of the Contractor's performance.

The Contractor is responsible for project safety and shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all federal, state and municipal safety laws and building and construction codes. In particular, the Contractor must review and abide by the Occupational Safety and Health Act (OSHA) and amendments thereto.

**SC.45 ANTITRUST**

The Contractor hereby assigns to the Owner 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. Sec. 1 et seq. (1973).

**SC.46 REMOVAL AND REPLACEMENT OF EXISTING FENCES**

Coordinate with the private property owners and the City prior to removal of existing fences.

Existing fences, which require removal because of construction activity, shall be removed, disposed of off-site and replaced to the satisfaction of the City and the private property owner. There shall not be a separate pay item for removal and replacement of existing fences for the proposed construction, except as noted on the plans and in the Bid Schedule.

**SC.47 WAGE RATES**

All employees of the Contractor on the work to be performed under this contract shall be paid the prevailing wage scale in this locality for work of a similar character.

**SC.48 PROGRESS REPORTS & MEETINGS**

If the work falls behind schedule, Contractor shall submit additional progress reports at such intervals as Owner may request.

Each progress report shall include sufficient narrative to describe current and anticipated delaying factors, their effect on the construction schedule, and proposed actions the Contractor will take to complete the project within the time allotted.

If considered necessary, the Owner will schedule meetings to discuss progress with the Contractor, and the Contractor shall make himself available to the Owner for all such meetings.

**SC.49 SITE ADMINISTRATION**

Contractor shall be responsible for all area of the site used by him and all Subcontractors in the performance

of the work. He will exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others.

**SC.50 CORRECTION PERIOD**

If, prior to one (1) years after date of final payment or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, Contractor shall within seven (7) days of notification by Owner, without cost to Owner and in accordance with Owner's written instructions, either correct such defective work or, if it has been rejected by Owner, remove it from the site and replace it with non-defective work. If Contractor does not promptly comply with the terms of such instructions, Owner may have the defective work corrected or the rejected work removed and replaced, and Contractor shall pay all direct and indirect costs of such removal and replacement, including compensation for additional professional services.

Nothing in these Contract Documents concerning the correction period shall establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents. The establishment of time periods relates only to the specific obligations of Contractor to correct the work, and has no relationship to the time within which his obligations under the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish his liability with respect to his obligations other than to specifically correct the work.

The Contractor shall issue all special guarantees and manufacturers' warranties that extend beyond the one-year correction period directly to the Owner without continued involvement.

END

**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER**

**W2017-17-B**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer hereby certifies that they are in compliance with all applicable federal, state and local laws, and the City Charter. The bidder/proposer also certifies the following:

**CERTIFICATION OF ELIGIBILITY**

The bidder/proposer certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Wylie Purchasing Agent. Failure to do may result in terminating this contract for default.

**DISCLOSURE OF INTERESTED PARTIES (Form 1295)**

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with Texas Government Code Section 2252.908. Bidder/proposer agrees to provide the City of Wylie Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit [http://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](http://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The bidder/proposer certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the bidder/proposer for all persons who will provide services to City.

**CONTRACTOR INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, CONTRACTOR AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF WYLIE AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF WYLIE BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER CONTRACTOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.**

**COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER:  
SIGNATURE PAGE**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

**SWORN AND SUBSCRIBED** to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ to certify with witness my hand and official seal.

\_\_\_\_\_  
Notary Public in and for the State of Texas

## CITY OF WYLIE - INSURANCE REQUIREMENTS CONSTRUCTION SERVICES

Services for construction projects, including but not limited to: General Contractors, Demolition Contractors, Utility Contractors, Building Contractors, Street and Road Contractors, etc.

Contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the contractor's bid. A certificate of insurance and endorsement pages meeting all requirements and provisions outlined herein shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

The Contractor shall obtain and maintain the minimum insurance coverage set forth in this section. By requiring such minimum insurance, Owner shall not be deemed or construed to have assessed the risk that may or may not be applicable to the Contractor. 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 obligation assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, durations, or types. The insurance requirements listed below do not replace any warranty or surety (performance, payment, or maintenance) bonds if required by preceding or subsequent sections of this contract

### A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Comprehensive General Liability. "Occurrence" form only, "claims made" forms are unacceptable.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles used under this contract.

### B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 in the aggregate for third party bodily injury, personal injury and property damage. The coverage shall protect the Contractor; the City, its officers, officials, employees, boards and commissions and volunteers; and Consulting Engineer from claims for damages for bodily or personal injury, sickness or disease, including death, and from claims for damages to property, which may arise directly or indirectly out of, or in connection with the performance of work under this Contract by the Contractor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them, or under the control of either of them, and the minimum amount of such insurance shall be as follows unless higher minimum amounts are otherwise required in the Contract Documents:

This policy will have no coverage removed by exclusion. Policy will include coverage for:

- a. Premises / Operations
- b. Broad Form Contractual Liability
- c. Products and Completed Operations
- d. Personal/Advertising Injury
- e. Broad Form Property Damage
- f. Explosion Collapse and Underground (XCU) Coverage.

2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability with minimum limits of \$500,000 each accident for bodily injury; or \$500,000 each employee for bodily injury by disease

Workers' Compensation coverage shall be based on proper reporting of classification codes and payroll amounts, and filing of any coverage agreements which meet the statutory requirements of the Texas Labor Code and shall apply to all employees of the contractor providing services under the proposed contract.

3. Automobile Liability: \$500,000 Combined Single Limit. Limits can only be reduced if approved by the City. Automobile liability shall apply to all owned, hired and non-owned autos.
4. Builders' Risk Insurance: Completed value form, insurance carried must be equal to the completed value of the structure, when required by the City. City shall be listed as Loss Payee.
5. \$1,000,000 Umbrella Liability Limit that follows form over underlying Automobile Liability, General Liability, and Employers Liability coverage.

C. **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductible or self-insured retention in excess of \$10,000 must be declared to and approved by the City.

D. **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Liability Coverage:

- a. The City, its officers, officials, employees, boards and commissions and volunteers, and Consulting Engineer are to be added as "Additional Insured's" relative to liability arising out of activities performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. **ISO additional insured endorsement CG 20 10 and CG 2037** or their equivalent, including coverage for City with respect to liability arising out of the completed operations of the Contractor shall be utilized.
- b. The contractor's insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self- insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.
- d. The contractor's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the limits of the insured's limits of liability.

2. Workers Compensation and Employer's Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the contractor for the City.

3. All Coverage:

- a. All insurance requirements and subsequent certificates are contract specific, and must reference the City's contract number, project name, and bid number.
- b. Duration of the project includes the time from the beginning of work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City.
- d. Persons Providing Services on the Project - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project.

**E. ACCEPTABILITY OF INSURERS**

The City prefers that insurance be placed with insurers with an A.M. Best's rating of no less than **A- XII**, or better.

**F. VERIFICATION OF COVERAGE**

Contractor shall provide the City with certificates of insurance indicating coverage's required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**CLIENT WORK HISTORY**

W2017-17-B

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

Bidder is to list all experience/awarded contracts of similar size and the scope of work during the past (5) years.

1. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Client Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_  
Brief description of service provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the last three years, have you been released or removed from a job prior to the job being completed?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, give reason(s) \_\_\_\_\_.

**BID FORM**  
**W2017-17-B**  
**WYLIE FIRE RESCUE – BURN BUILDING IMPROVEMENTS**

DATE: \_\_\_\_\_

BIDDER: \_\_\_\_\_;

Bidder, if awarded contract, hereby agrees to commence Work under this contract on or before a date to be specified in Contract Agreement or written "Notice to Proceed" from Owner and to obtain Substantial **Completion of Project within a maximum of 60 consecutive calendar days thereafter.**

Bid Amount shall be expressed in words and in figures. In case of discrepancy, amount shown in words will govern. In case of discrepancy between the Total Bid Amount and the line item total, the line item amounts will govern.

**Following Unit Prices shall be expressed in figures and should include delivery and all related installation and/or labor costs.**

Pre-fab concrete roof panels:	\$ _____
Steel I-Beams	\$ _____
Hand Rail:	\$ _____
Modification and re-installation of pitch roof simulator	\$ _____
Demolition and removal expenses:	\$ _____
General conditions (Special equipment; project management)	\$ _____
Payment Bond:	\$ _____
Other: _____	\$ _____
Other: _____	\$ _____

TOTAL: \$ \_\_\_\_\_

**TOTAL BID AMOUNT:**

Bidder agrees to perform all Work as described in Bidding Documents, for the sum of

\_\_\_\_\_ dollars (written amount)

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety:

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

Business Entity:    LLC \_\_\_\_ Corporation \_\_\_\_ Partnership \_\_\_\_ Other \_\_\_\_\_

Formed in the State of: \_\_\_\_\_

Address of Principal Place of Business: \_\_\_\_\_  
\_\_\_\_\_

Phone/Fax of Principal Place of Business: \_\_\_\_\_  
\_\_\_\_\_

Address, Phone and Fax of Majority  
Owner Principal Place of Business: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

E-mail Address of Representative: \_\_\_\_\_

Authorized Representative:  
Signature: \_\_\_\_\_

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

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

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

Acknowledgement of Addenda:   #1 \_\_\_\_ #2 \_\_\_\_ #3 \_\_\_\_ #4 \_\_\_\_ #5 \_\_\_\_

**AFFIDAVIT OF NO PROHIBITED INTEREST**

**W2017-17-B**

I, the undersigned, declare and affirm that no person or officer of \_\_\_\_\_(herein "Contractor") is either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

\_\_\_\_\_  
Name of Contractor

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

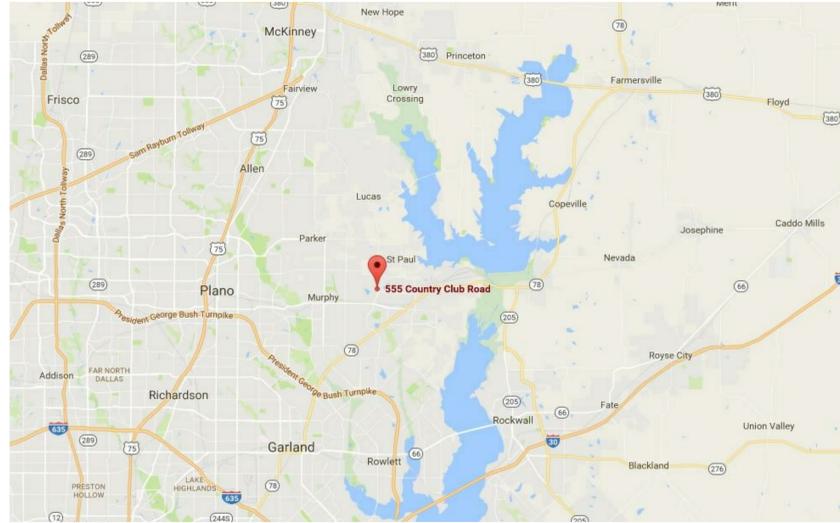
(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

# CITY OF WYLIE, TEXAS REPAIRS TO BURN BUILDING 555 COUNTRY CLUB ROAD WYLIE, TEXAS



**AREA MAP**



**SITE**

**SHEET LIST**

- S1.00 COVER SHEET**
- S1.01 STRUCTURAL NOTES & ABBREVIATIONS**
- S2.00 FLOOR PLAN & ROOF PLAN**
- S3.00 DETAILS**
- S4.00 PHOTOGRAPHS**



**OWNER:**

**CITY OF WYLIE  
300 COUNTRY CLUB ROAD  
WYLIE, TEXAS 75098  
CONTACT: BRANDON BLYTHE, ASST. CHIEF**

**ENGINEER:**

**JQ ENGINEERING, LLP  
100 GLASS STREET  
DALLAS, TEXAS 75207  
CONTACT: MARK LEMAY, AIA**

Revisions

CITY OF WYLIE, TEXAS  
REPAIRS TO BURN BUILDING  
555 COUNTRY CLUB ROAD WYLIE, TEXAS

  
 DALLAS, TEXAS 75207  
 100 GLASS STREET  
 JQENGINE.COM  
 214.251.2608  
 TBE PRINT L254



Date: 08/29/16  
Project No.: 3160190  
Sheet Title: COVER SHEET  
Drawing No.:

**S1.00**

# STRUCTURAL NOTES

## COORDINATION

- A. The Contractor shall review the construction drawings and report any discrepancies between the drawings and existing conditions prior to fabrication and installation of any structural members.
- B. Only larger sleeve openings and framed openings in structural framing component members are indicated on the Structural Drawings. However, all sleeves, inserts and openings, including frames and/or sleeves shall be provided for passage, provision and/or incorporation of the work of the contract, including but not limited to Mechanical, Electrical and Plumbing work. This work shall include the coordination of sizes, alignment, dimensions, position, locations, elevations and grades as required to serve the intended purpose. Openings not indicated on the Structural Drawings, but required as noted above, shall be submitted to the Engineer for review.
- C. Compatibility of the structure and provisions for building equipment supported on or from structural components shall be verified as to size, dimensions, clearances, accessibility, weights and reaction with the equipment for which the structure has been designed prior to submission of shop drawings and data for each piece of equipment and for structural components. Differences shall be noted on the submittals.
- D. The details designated as "Typical Details" apply generally to the Structural Drawings in all areas where conditions are similar to those described in the details.
- E. All dimensions and conditions of existing construction shall be verified at the job site prior to the preparation of shop drawings. Differences between existing construction and that shown on the Structural Drawings shall be referred to the Architect. Differences shall also be included on the shop drawings.
- F. All structural elements of the project have been designed by the Engineer to resist the required code vertical and lateral forces that could occur in the final completed structure only. It is the responsibility of the Contractor to provide all required bracing during construction to maintain the stability and safety of all structural elements during the construction process until the lateral-load resisting or stability-providing system is completely installed and the structure is completely tied together. Temporary supports shall not result in the overstress or damage of the elements to be braced nor any elements used as brace supports.
- G. The Contract Structural Drawings and Specifications represent the finished structure, and except where specifically shown, do not indicate the means or methods of construction. The Contractor and their Sub-Contractors shall supervise and direct the Work and shall be solely responsible for all construction means, methods, procedures, techniques, sequences and safety measures including, but not limited to, adherence to all OSHA guidelines. The Engineer shall not have control of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Subcontractors, or any other person performing any of the Work, or for the failure of any of these persons to carry out the Work in accordance with the Structural Contract Documents.
- H. Where conflict exists among the various parts of the Structural Contract Documents, Structural Drawings, General Notes, and Specifications, the strictest requirements, as indicated by the Engineer, shall govern.
- I. Periodic site observation by field representatives of JQ is solely for the purpose of determining if the Work is proceeding in accordance with the Structural Contract Documents. This limited site observation is not intended to be a check of the quality or quantity of the Work, but rather a periodic check in an effort to inform the Owner against defects and deficiencies in the work of the Contractor.

## SUBSTITUTIONS

- A. All requests for substitutions of materials or details shown in the Structural Contract Documents shall be submitted for approval during the bidding period.
- B. Once bids are accepted, proposed substitutions will be considered only when they are officially submitted with an identified savings or duration to be deducted from the contract and/or schedule impact. Submittals not satisfying the above criteria will not be considered.

## CODES & REFERENCED REPORTS

- A. The General Building Code used as the basis for the structural design is as follows:
- International Building Code, 2012 Edition
  - International Existing Building Code, 2012 Edition
- B. Structural Concrete: Building Code Requirements for Reinforced Concrete, American Concrete Institute, ACI 318, as referenced by the General Building Code.
- C. Structural Steel: Manual of Steel Construction, American Institute of Steel Construction Inc., ANSI/AISC 360, as referenced by the General Building Code.

## DESIGN LOADS

- A. Dead Loads include the self-weight of the structural elements and the following superimposed loads:
- Miscellaneous at roof 10 psf
- B. Live Loads
- | OCCUPANCY OR USE   | UNIFORM (psf) | CONCENTRATED (lbs.) |
|--------------------|---------------|---------------------|
| 1. Roof - Assembly | 100           | N/A                 |
- C. Live Load Reduction
- Roof live load has not been reduced.
- D. Snow loads
- Ground snow load, Pg 5 psf
- E. Wind loads
- Wind lateral load on structural frame is based on ASCE 7-10 using the following:
    - Basic Wind Speed (Ultimate) 115 mph
    - Exposure C
    - Internal Pressure Coefficient, Gcpl +/-0.18
    - Occupancy Category II
  - Components and cladding wind pressures:
- | Surface        | (PSF) | Zone              | Area At (ft <sup>2</sup> ) |
|----------------|-------|-------------------|----------------------------|
| Exterior walls | +30.5 | Interior and edge | 10 or less                 |
|                | -33.1 | Interior          | 10 or less                 |
|                | -40.7 | Edge              | 10 or less                 |
| Roof           | +22.9 | Interior and edge | 500 or greater             |
|                | -26.4 | Interior and edge | 500 or greater             |
|                | -33.4 | Interior          | 10 or less                 |
| Roof           | -36.0 | Edges             | 10 or less                 |
|                | -84.2 | Corners           | 10 or less                 |
|                | -30.5 | Interior          | 100 or greater             |
| Roof           | -36.2 | Edges             | 100 or greater             |
|                | -36.2 | Corners           | 100 or greater             |
- Pressures for Tributary Areas in between the listed values may be linearly interpolated.
- Negative value signifies pressure acting away from the surface (suction).
- Edge and Corner zone distances shall be determined in accordance with referenced standard.
- Pressures on parapets shall be determined by combining positive and negative wall pressures or wall and roof pressures listed above in accordance with the referenced standard.
- Pressures are for gross uplift conditions. Refer to roof plan(s) for net uplift values for design of joists, joist girders, and bridging.
- F. Seismic Loads
- The structure and structural components of the building have been designed in accordance with General Building Code with the following criteria:
    - Seismic Importance Factor, IE 1.0
    - Seismic Risk Category II
    - Mapped Spectral Response Accelerations
      - Ss (%) 10.7
      - S1 (%) 5.5
    - Site Class D
    - Spectral Response Coefficients
      - SDS (%) 11.4
      - SD1 (%) 8.9
    - Seismic Design Category B

## SUBMITTALS

- A. Shop drawings shall be prepared for all structural items and submitted for review by the Engineer. All items deviating from the Structural Drawings or from previously submitted shop drawings shall be clouded.
- B. Contractor shall review shop drawings for compliance with the Structural Drawings and shall certify they have done so by a stamp noting that the drawings have been "Approved" and which bears the signature (or initials) of an authorized representative of the Contractor and the date. Submittals which do not reflect the Contractor's approval, signature and date will be returned without review.
- C. Contractor shall be responsible for delays caused by rejection of inadequate shop drawings.
- D. Where review and return of shop drawings is required or requested, the Engineer will review each submittal and, where possible, return within **two (2)** weeks of receipt.
- E. Corrections or comments on shop drawings or manufacturer's data sheets do not relieve the Contractor from compliance with requirements of the plans and specifications. Engineer's review is for general conformance with the requirements of the Structural Drawings. Contractor is responsible for confirming and correcting all quantities and dimensions, selecting fabrication processes and techniques of construction, and coordinating the work with that of all other contractors.
- F. Refer to individual sections for specific submittal requirements.
- G. Submittals may be submitted electronically. Contractor will be responsible for providing and distributing Engineer's comments to their subcontractors.

## CAST-IN-PLACE CONCRETE

- A. CLASSES OF CONCRETE
- All concrete shall conform to the requirements as specified in the table below, unless noted otherwise on the Structural Drawings.
- | Concrete Mix Schedule: | Strength (psi) | Agg. Type | Agg. Size | Slump | Max. w/c | Notes |
|------------------------|----------------|-----------|-----------|-------|----------|-------|
| Class A                | 4000           | NWT       | 1"        | 3-5   | ----     |       |
- "NWT" refers to normal concrete having air dry unit weight of approximately 145 PCF (ASTM C33 aggregate).
  - Where w/c ratio is not indicated in the Concrete Mix Schedule, it shall be as necessary to meet strength requirements.
  - "Strength" is required compressive cylinder strength at an age of 28 days.
- B. A maximum of 20% of the cementitious materials used in mix designs may be replaced with class C or F fly ash.
- C. Provide 5 percent plus or minus 1/2 percent of entrained air in all concrete.
- D. Horizontal construction joints in concrete placements shall be permitted only where indicated on the Structural Drawings. All vertical construction joints shall be made in the center of spans in accordance with the typical details. Contractor shall submit proposed locations for construction joints not shown on the Structural Drawings for review by the Architect and Engineer. Additional construction joints may require additional reinforcing as specified by the Engineer which shall be provided by the contractor at no additional cost to the owner.
- E. Embedded conduits, pipes, and sleeves shall meet the requirements of ACI 318, Section 6.3, including the following:
- Conduits and pipes embedded within a slab, wall, or beam (other than those passing through) shall not be larger in outside dimension than 1/3 the overall thickness of the slab, wall or beam in which they are embedded.
  - Conduits, pipes and sleeves shall not be spaced closer than three diameters or widths on center.
- F. Submittal: Submit proposed mix designs in accordance with ACI 301, chapter 3.9. Each proposed mix design shall be accompanied by a record of past performance based on at least 30 consecutive strength tests, or by three laboratory trial mixtures with confirmation tests.
- G. Concrete sampling for quality assurance: Concrete that is pumped shall be sampled at the point of discharge from the truck for information, including slump; and shall be sampled at the point of placement for acceptance of slump and air content.

## CONCRETE REINFORCING

- A. Concrete reinforcement for the project shall conform to the following:
- All reinforcing steel shall be new billet steel in accordance with ASTM A615, Grade 60, unless noted otherwise in the Structural Drawings or these notes.
- B. Detailing of reinforcing steel shall conform to the American Concrete Institute 315 Detailing Manual and all hooks and bends in reinforcing bars shall conform to ACI detailing standards, unless noted otherwise on the Structural Drawings.
- C. In unscheduled beams, walls and slabs, detail reinforcing as follows:
- Provide Class B lap unless noted otherwise.
  - Provide standard hooks in top bars at cantilever and discontinuous ends of beams and slabs.
  - Provide 2-#4 diagonal bars at all slab re-entrant corners placed under the top mat of steel.
- D. Welding of reinforcing steel will not be permitted unless specifically shown on the Structural Drawings.
- E. Heat shall not be used in the fabrication or installation of reinforcement.
- F. Reinforcing steel clear cover shall be as follows:
- Beams and slabs 1" bottom, 2" top
- G. Submittal: Submit shop drawings for fabrication, bending, and placement of concrete reinforcement. Comply with ACI 315 "Details and Detailing of Concrete Reinforcement".

## PRECAST CONCRETE BEAMS AND SLABS

- A. Provide and coordinate all cast-in-place elements such as sleeves, plates, conduits, openings and other accessories, as required to complete the work.
- B. Design modifications may be made only as necessary to meet field conditions and to ensure proper fitting of the work and only as acceptable to the Engineer and Architect. Maintain general design concept shown without increasing or decreasing sizes of members or altering profiles and alignment shown. All proposed design modifications shall be submitted for approval with signed and sealed design calculations prepared by a registered professional engineer licensed to practice in the state having jurisdiction at the project site.
- C. Design lifting elements as needed.
- D. Embeds shall be hot dip galvanized.

## POST-INSTALLED ANCHORS AND DOWELS

- A. Adhesive Anchors with Threaded Rod:
- In Concrete: Adhesive Anchors shall have been tested and qualified in accordance with ACI 308.4 and ICC-ES AC 308. Qualifying anchors shall be one of the following products:
    - Acrylic: HIT-HY 200 SAFE SET (ICC-ES ESR-3187), Hill, Inc.
    - Acrylic: HIT-HY 200 SAFE SET (ICC-ES ESR-3187), Hill, Inc.
  - Threaded anchor rod shall be one of the following:
    - Hill adhesive: "HAS-R 304 Stainless Steel"
    - Simpson adhesive: Steel meeting the requirements of ASTM A1554, grade 36.
  - Anchor rod shall have a chamfered end on one end to accept a nut and washer; it may have a 45-degree chamfer point on the other end.
  - Nuts and washers shall have a proof load strength at least as strong as anchor rod. Stainless steel nuts and washers shall be provided with stainless steel rods.
- B. Adhesive Rebar Dowelling
- Adhesive dowelling systems in concrete shall have been tested and qualified in accordance with ACI 308.4 and ICC-ES AC 308. Qualifying anchors shall be one of the following products:
    - Acrylic: HIT-HY 200 SAFE SET (ICC-ES ESR-3187), Hill, Inc.
- C. Anchor and Dowel Installation
- Anchor and dowels of the size and embedment shown on the Drawings shall be installed in accordance with the Contract Documents, the manufacturer's recommendations, and the manufacturer's current evaluation (ICC-ES or IAPMO-ES) report for the anchor. If conflicts exist between these referenced documents, the most stringent requirements shall govern.
  - The Contractor shall locate all existing reinforcing steel and other embedded items contained in the concrete using non-destructive methods and shall position anchor locations to avoid conflicts with existing embedded items. Anchor or dowel locations can be adjusted by a maximum of 1/2" from detailed locations to avoid conflicts, but shall neither change arrangement nor move closer to a concrete edge.
  - Based on field verified locations of reinforcing steel and embedded items, the Contractor shall create templates for each anchor group. Submit template dimensions for review prior to fabrication of connection plates.
  - Holes for anchors and dowels shall be drilled in a continuous operation using the drill bit type and size recommended by the anchor manufacturer. Holes shall be drilled perpendicular to the concrete surface and shall not be enlarged or redirected at any point along its length. Holes shall be drilled using a hammer drill, coring shall not be allowed, unless noted otherwise.
  - Oil free compressed air shall be used to blow out the holes; shop vac, squeeze bulbs, etc. shall not be used. Refer to manufacturer's information for detailed cleaning instructions.
    - Hill Safe-Set system may be used to eliminate hole cleaning with adhesive anchors.
  - All abandoned holes shall be filled with non-metallic nonshrink grout capable of reaching a design compressive strength of 5,000 psi at 28 days.
  - Holes in connection plates shall be no more than 1/16" larger than the anchor diameter. If larger holes are needed for erection purposes, Contractor shall notify Engineer such that a plate washer size can be provided.
  - Adhesive anchors and dowels: Concrete substrates shall have the following minimum and maximum temperatures at the time of adhesive anchor and dowel installation:

	Minimum (°F)	Maximum (°F)
Hill HY-200 SAFE SET	14	104
Simpson AT	0	100
- D. The following parameters were used in the determination of the adhesive bond stress for adhesive anchors:
- Concrete temperature range:
    - Acrylic: HIT-HY200 SAFE SET (ICC-ES ESR-3187): Temperature range "A" (Max short term temp = 104deg F, max long term temp = 75deg F)
    - Acrylic: AT (ICC-ES ESR-6791): Max. base material temp. = 110deg F
  - Drilled hole condition: Dry

## STRUCTURAL STEEL

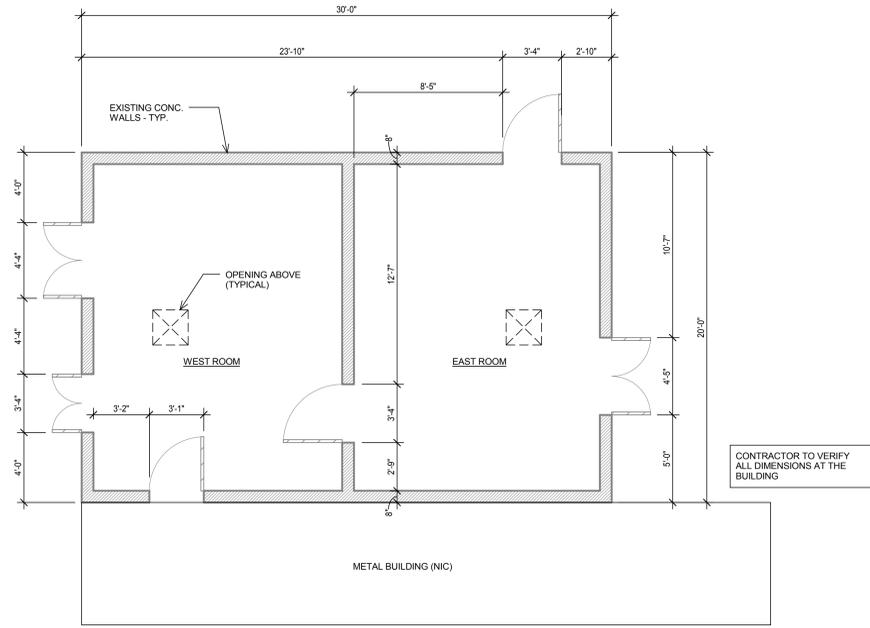
- A. Material
- All hot rolled steel members shall be new and conform to ASTM specification A572.
  - ASTM Specification and Grade - clearly mark the grade on each member.
  - Unless Noted otherwise on the Structural Drawings, structural steel members shall be:
    - W-shapes shall conform to ASTM A992.
    - Channels shall conform to ASTM A36.
    - Angles shall conform to ASTM A36.
    - Steel pipe shall conform to ASTM A53, Type E or S, Grade B.
    - Square or rectangular hollow structural shape members shall conform to ASTM A500 Grade B, Fy = 46 ksi.
    - Structural steel plate shall conform to ASTM A36.
- B. Fabrication
- Splicing of structural steel members is prohibited without prior approval of the Engineer as to location and type of splice to be made. Any member having splice not shown or detailed on shop drawings shall be rejected.
  - Dimensional tolerances of fabricated structural steel shall conform to Section 6.4 of the AISC Code of Standard Practice unless noted otherwise on the Structural Drawings.
  - Coordinate hole locations to avoid cutting embedded reinforcing steel in new and existing concrete.
  - Hot-dip galvanize after fabrication.
- C. Erection
- Erection tolerances of anchor bolts, embedded items, and all structural steel unless specified otherwise on the Structural Drawings shall conform to the AISC Code of Standard Practice.
  - Field cutting of structural steel or any field modifications to structural steel shall not be made without prior approval of the Engineer.
  - Contractor shall protect any unprimed structural steel from detrimental effects of corrosion, as required, until the steel is enclosed and protected by the new construction.
- D. Submittal: Provide drawings showing details for fabrication and shop assembly of members, erection plans and details. Include details of connections, camber, weld profiles and sizes and spacing.

## STRUCTURAL STEEL CONNECTIONS

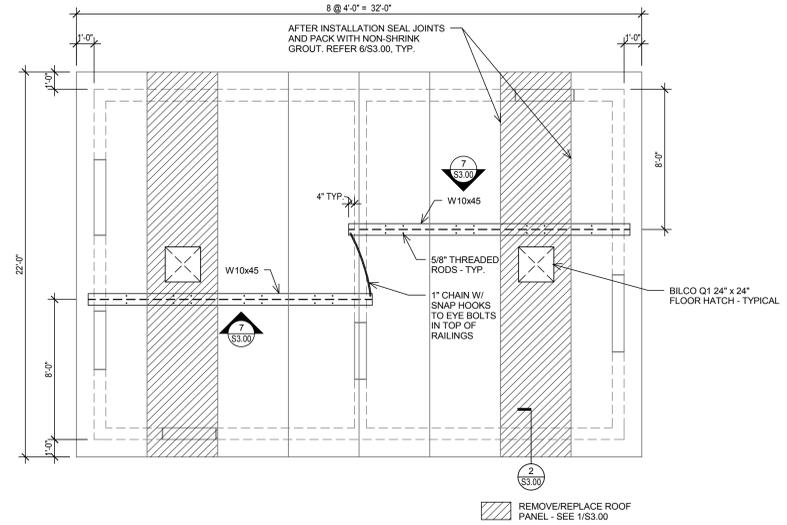
- A. Welded Connections
- All welding shall conform to ANSI/AWS D1.1, latest edition.
  - Fillet welds with no size specified shall be 3/16 inch or minimum size required by AISC, whichever is larger.
- B. Bolted Connections
- Unless noted otherwise on the Structural Drawings, bolts shall be 3/4 inch diameter and conform to ASTM A325. Bolts shall be designed using values for bearing type bolts with thread allowed in the shear plane.
  - Bolts shall be tightened to "snug tight" as defined by AISC, unless noted otherwise on the Structural Drawings.
- C. Structural steel connections not specifically detailed on the Structural Drawings shall be designed and detailed by the Contractor under the direct supervision of a professional engineer licensed in the state having jurisdiction at the project site.
- D. Bearing Conditions
- Column base plates shall be set to the elevation indicated on the Structural Drawings and leveled using shims or by double nuts on anchor bolts. Bearings shall then be grouted with a non-shrink, high strength nonmetallic grout. Tighten anchor bolts after supported members have been positioned and plumbed.
  - Hole sizes in base plates shall be oversized with plate washers per AISC Table 14.2.
- E. Anchor rods shall be:
- Typical: ASTM F1554 Gr. 36, hot-dip galvanized, weldable, unless noted otherwise.
  - Oversize washers shall be provided for all anchor rods.
- F. For connections not specifically addressed by these notes and the Structural Drawings, provide fillet welds at all contact surfaces sufficient to develop the tensile strength of the smaller member at the joint.

## STRUCTURAL ABBREVIATIONS

ABOVE FINISHED FLOOR	-ABV	LENGTH	-L
ADDITIONAL	-ADDNL	LIGHTWEIGHT	-L.W.
ADJACENT	-ADJ	LIGHTWEIGHT CONCRETE	-L.W.C.
AGGREGATE	-AGGR	LOCATION	-LOC
AIR CONDITIONER	-AC	LONGITUDINAL	-LONG
AIR HANDLING UNIT	-AHU	LONG LEG HORIZONTAL	-LLH
ALTERNATE	-ALT	LONG LEG VERTICAL	-LLV
AMERICAN CONCRETE INSTITUTE	-A.C.I.	LONG SIDE HORIZONTAL	-LSH
AMERICAN INSTITUTE OF STEEL CONSTRUCTION	-A.I.S.C.	LONG SIDE VERTICAL	-LSV
ANCHOR BOLT	-A.B.	LONG SLOTTED HOLE	-LSL
AND	-&	LOW POINT	-L.P.
ANGLE	-L	MANUFACTURE(R)	-MFR
APPROVED	-APPD	MASONRY	-MAS
APPROXIMATE	-APPROX	MATERIAL	-MAT.
ARCHITECT	-ARCH	MAXIMUM	-MAX.
ARCHITECTURAL	-ARCHL	MECHANICAL	-MECH
ARCHITECTURALLY EXPOSED	-A.E.S.S.	MECHANICAL, ELECTRICAL, PLUMBING	-MEP
ARCHITECTURALLY EXPOSED CONCRETE	-A.E.C.	MEYER	-MEY
AT	-@	MEZZANINE	-MEZZ
BACK FACE	-B.F.	MIDDLE	-MID.
BACK TO BACK	-B.T.B.	MINIMUM	-MIN.
BASEMENT	-BSMT.	MISCELLANEOUS	-MISC.
BEAM	-BM	MOMENT	-M
BEARING	-BRG	MOMENT CONNECTION(S)	-M.C.
BELOW FINISH FLOOR	-B.F.F.	NEAR FACE	-N.F.
BETWEEN	-BTWN	NOMINAL	-NOM.
BEVELED	-BEV(D)	NON-SHRINK	-N.S.
BLOCK	-BLK	NOT IN CONTRACT	-N.I.C.
BLOCK LINTEL	-B.L.	NOT TO SCALE	-N.T.S.
BLOCKING	-BLKG.	NUMBER	-NO. OR #
BOTTOM	-BOT	ON CENTER	-O.C.
BOTTOM OF	-B.O.	OPENING(S)	-OPN(S)
BOTTOM OF STEEL	-B.O.S.	OPPOSITE	-OPP.
BRACKET	-BRK	OPPOSITE HAND	-O.H.
BRICKLEDGE	-BRLL	OUTSIDE FACE	-O.F.
BRIDGE	-BRDG	OUTSIDE DIAMETER	-O.D.
BUILDING	-BLDG.	OVER-SIZED HOLE	-OVS
CAMBER	-C	PAN	-P
CAST-IN-PLACE	-C.I.P.	PANEL JOINT	-P.J.
CEILING	-CLG.	PAR	-PAR
CENTER LINE	-C.L.	PERPENDICULAR	-PERP.
CENTER OF GRAVITY	-C.G.	PIECE	-PC.
CENTER OF GRAVITY OR STRAND	-C.G.S.	POINT	-PT.
CHAMFER OR CLEARANCE	-C.H.	POST-TENSIONED	-P.T.
COLD FORMED STEEL	-CFS	POUNDS PER CUBIC FOOT	-OR LBS.
COLUMN	-COL.	POUNDS PER LINEAR FOOT	-PCF
COMPRESSION	-C OR COMP.	POUNDS PER SQUARE FOOT	-PSF
CONCRETE	-CONC.	POUNDS PER SQUARE INCH	-PSI
CONCRETE MASONRY UNIT	-CMU	PRECAST CONCRETE	-PC
CONNECTION(S)	-CON(S)	PRE-ENGINEERED METAL BUILDING	-P.E.M.B.
CONTINUOUS	-CONT.	PREFABRICATED	-PREFAB.
CONTRACTOR	-CONTR.	PRELIMINARY	-PRELIM.
CONTROL JOINT	-C.J.	PRESSURE TREATED	-P.T.
CONSTRUCTION	-CONSTR.	PROJECTION	-PROJ.
CONSTRUCTION JOINT	-CONSTR. JT.	QUANTITY	-QTY.
COORDINATE	-COORD.	RADIUS	-R
COVER PLATE	-COV. PL.	REINFORCED CONCRETE PIPE	-RCP
DETAIL	-DTL.	REINFORCE(ME)(MENT)	-REINF.
DEAD LOAD	-D.L.	REMAINDER	-REM.
DEFORMED BAR ANCHOR	-D.B.A.	REQUIRE	-REQ.
DIAGONAL	-DIAG.	RETENTION SYSTEM	-RET.SYS.
DRAWING(S)	-DRW. OR D	RISER	-RIS.
DIMENSION(S)	-DIM(S).	ROOF DRAIN	-RD
DOUBLE	-DBL.	ROOF TOP UNIT	-R.T.U.
DOUBLE EXTRA STRONG	-X-STR	ROOM	-RM.
DOVETAIL	-DVTL	ROUGH OPENING	-R.O.
DOWELS(S)	-DWLS(S).	ROUND	-RND.
DOWNSPOUT	-DS.	EACH	-EA
DRAWING(S)	-DWG(S).	EACH FACE	-E.F.
EACH	-EA	EACH WAY	-E.W.
EACH FACE	-E.F.	ELECTRICAL	-ELEC.
ELEVATION	-ELEV.	ELEVATOR	-ELEV.
ELEVATOR	-ELEV.	EMBEDMENT	-EMBED.
EMBEDMENT	-EMBED.	ENGINEER	-ENGR.
ENGINEER	-ENGR.	EQUAL	-EQ.
EQUAL	-EQ.	EQUIP.	-EQUIP.
EQUIPMENT	-EQUIP.	EXHAUST FAN	-EF
EXISTING	-EXIST.	EXISTING	-EXIST.
EXPANSION	-EXP.	EXPANSION	-EXP.
EXTERIOR	-EXT.	EXTERIOR	-EXT.
EXTRA STRONG	-X-STR	FACE TO FACE	-F.T.F.
FACE TO FACE	-F.T.F.	FABRICATOR	-FABR.
FABRICATOR	-FABR.	FAR SIDE	-F.S.
FAR SIDE	-F.S.	FIELD VERIFY	-F.V.
FIELD VERIFY	-F.V.	FINISHED	-FIN(D)
FINISHED	-FIN(D)	FINISHED FLOOR	-FIN.FL.
FINISHED FLOOR	-FIN.FL.	FIREPROOFING	-FP
FIREPROOFING	-FP	FLANGE	-FLG.
FLANGE	-FLG.	FLOOR	-FL
FLOOR	-FL	FLOOR DRAIN	-F.D.
FLOOR DRAIN	-F.D.	FOOT(OR)FEET	-FT.
FOOT(OR)FEET	-FT.	FOUNDATION	-FDN.
FOUNDATION	-FDN.	FRAMING	-FRMG
FRAMING	-FRMG	GAGE OR GAUGE	-GA
GAGE OR GAUGE	-GA	GALVANIZED	-GALV.
GALVANIZED	-GALV.	GENERAL CONTRACTOR	-G.C.
GENERAL CONTRACTOR	-G.C.	GRADE	-GR.
GRADE	-GR.	GRADE BEAM	-GR.BM.
GRADE BEAM	-GR.BM.	HEADED STUD ANCHOR	-H.S.A.
HEADED STUD ANCHOR	-H.S.A.	HEIGHT	-HT.
HEIGHT	-HT.	HIGH POINT	-H.P.
HIGH POINT	-H.P.	HOLLOW STRUCTURAL SECTION	-HSS
HOLLOW STRUCTURAL SECTION	-HSS	HOOK	-HK
HOOK	-HK	HORIZONTAL	-HORZ.
HORIZONTAL	-HORZ.	HORIZONTAL BRACE	-H.B.
HORIZONTAL BRACE	-H.B.	HOT-DIP	-H.D.
HOT-DIP	-H.D.	INCH	-IN.
INCH	-IN.	INFORMATION	-INFO.
INFORMATION	-INFO.	INSIDE DIAMETER	-I.D.
INSIDE DIAMETER	-I.D.	INSIDE FACE	-I.F.
INSIDE FACE	-I.F.	INTERIOR	-INT.
INTERIOR	-INT.	INTERMEDIATE	-INTERM.
INTERMEDIATE	-INTERM.	JOINT	-JT.
JOINT	-JT.	JOIST(S)	-J(S)T(S)
JOIST(S)	-J(S)T(S)	JOIST GIRDER	-J.G.
JOIST GIRDER	-J.G.	KIPS(1000 LBS)	-K
KIPS(1000 LBS)	-K	KIP PER LINEAR FOOT	-KLF
KIP PER LINEAR FOOT	-KLF	KIP PER SQUARE FOOT	-KSF
KIP PER SQUARE FOOT	-KSF	KIP PER SQUARE INCH	-KSI
KIP PER SQUARE INCH	-KSI	LENGTH	-L
LENGTH	-L	LIGHTWEIGHT	-L.W.
LIGHTWEIGHT	-L.W.	LOCATION	-LOC
LOCATION	-LOC	LONGITUDINAL	-LONG
LONGITUDINAL	-LONG	LONG LEG HORIZONTAL	-LLH
LONG LEG HORIZONTAL	-LLH	LONG LEG VERTICAL	-LLV
LONG LEG VERTICAL	-LLV	LONG SIDE HORIZONTAL	-LSH
LONG SIDE HORIZONTAL	-LSH	LONG SIDE VERTICAL	-LSV
LONG SIDE VERTICAL	-LSV	LONG SLOTTED HOLE	-LSL
LONG SLOTTED HOLE	-LSL	LOW POINT	-L.P.
LOW POINT	-L.P.	MANUFACTURE(R)	-MFR
MANUFACTURE(R)	-MFR	MASONRY	-MAS
MASONRY	-MAS	MATERIAL	-MAT.
MATERIAL	-MAT.	MAXIMUM	-MAX.
MAXIMUM	-MAX.	MECHANICAL	-MECH
MECHANICAL	-MECH	MECHANICAL, ELECTRICAL, PLUMBING	-MEP
MECHANICAL, ELECTRICAL, PLUMBING	-MEP	MEYER	-MEY
MEYER	-MEY	MEZZANINE	-MEZZ
MEZZANINE	-MEZZ	MIDDLE	-MID.
MIDDLE	-MID.	MINIMUM	-MIN.
MINIMUM	-MIN.	MISCELLANEOUS	-MISC.
MISCELLANEOUS	-MISC.	MOMENT	-M
MOMENT	-M	MOMENT CONNECTION(S)	-M.C.
MOMENT CONNECTION(S)	-M.C.	NEAR FACE	-N.F.
NEAR FACE	-N.F.	NOMINAL	-NOM.
NOMINAL	-NOM.	NON-SHRINK	-N.S.
NON-SHRINK	-N.S.	NOT IN CONTRACT	-N.I.C.
NOT IN CONTRACT	-N.I.C.	NOT TO SCALE	-N.T.S.
NOT TO SCALE	-N.T.S.	NUMBER	-NO. OR #
NUMBER	-NO. OR #	ON CENTER	-O.C.
ON CENTER	-O.C.	OPENING(S)	-OPN(S)
OPENING(S)	-OPN(S)	OPPOSITE	-OPP.
OPPOSITE	-OPP.	OPPOSITE HAND	-O.H.
OPPOSITE HAND	-O.H.	OUTSIDE FACE	-O.F.
OUTSIDE FACE	-O.F.	OUTSIDE DIAMETER	-O.D.
OUTSIDE DIAMETER	-O.D.	OVER-SIZED HOLE	-OVS
OVER-SIZED HOLE	-OVS	PAN	-P
PAN	-P	PANEL JOINT	-P.J.
PANEL JOINT	-P.J.	PAR	-PAR
PAR	-PAR	PERPENDICULAR	-PERP.
PERPENDICULAR	-PERP.	PIECE	-PC.
PIECE	-PC.	POINT	-PT.
POINT	-PT.	POST-TENSIONED	-P.T.
POST-TENSIONED	-P.T.	POUNDS PER CUBIC FOOT	-OR LBS.
POUNDS PER CUBIC FOOT	-OR LBS.	POUNDS PER LINEAR FOOT	-PCF
POUNDS PER LINEAR FOOT	-PCF	POUNDS PER SQUARE FOOT	-PSF
POUNDS PER SQUARE FOOT	-PSF	POUNDS PER SQUARE INCH	-PSI
POUNDS PER SQUARE INCH	-PSI	PRECAST CONCRETE	-PC
PRECAST CONCRETE	-PC	PRE-ENGINEERED METAL BUILDING	-P.E.M.B.
PRE-ENGINEERED METAL BUILDING	-P.E.M.B.	PREFABRICATED	-PREFAB.
PREFABRICATED	-PREFAB.	PRELIMINARY	-PRELIM.
PRELIMINARY	-PRELIM.	PRESSURE TREATED	-P.T.
PRESSURE TREATED	-P.T.	PROJECTION	-PROJ.
PROJECTION	-PROJ.	QUANTITY	-QTY.
QUANTITY	-QTY.	RADIUS	-R
RADIUS	-R	REINFORCED CONCRETE PIPE	-RCP
REINFORCED CONCRETE PIPE	-RCP	REINFORCE(ME)(MENT)	-REINF.
REINFORCE(ME)(MENT)	-REINF.	REMAINDER	-REM.
REMAINDER	-REM.	REQUIRE	-REQ.
REQUIRE	-REQ.	RETENTION SYSTEM	-RET.SYS.
RETENTION SYSTEM	-RET.SYS.		



1 FLOOR PLAN  
SCALE: 1/4" = 1'-0"



2 ROOF PLAN  
SCALE: 1/4" = 1'-0"



Revisions

CITY OF WYLIE, TEXAS  
REPAIRS TO BURN BUILDING  
555 COUNTRY CLUB ROAD WYLIE, TEXAS

shaping the built environment

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TBE 11/11/12/14



Date: 08/29/16  
Project No.: 3160190  
Sheet Title: FLOOR PLAN & ROOF PLAN  
Drawing No.:

S2.00





1 EXTERIOR LOOKING SOUTHWEST  
NO SCALE



2 NORTH ELEVATION  
NO SCALE



3 WEST ELEVATION  
NO SCALE



4 ROOF LOOKING NORTHEAST  
NO SCALE



5 EAST END OF ROOF LOOKING SOUTH  
NO SCALE



6 ROOF LOOKING WEST  
NO SCALE



7 WEST END OF ROOF  
NO SCALE



8 INTERIOR VIEW, EAST ROOM  
NO SCALE



9 INTERIOR VIEW, WEST ROOM  
NO SCALE

Revisions

CITY OF WYLIE, TEXAS  
REPAIRS TO BURN BUILDING  
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Date: 08/29/16  
Project No.: 3160190  
Sheet Title: PHOTOGRAPHS  
Drawing No.:

S4.00