

CONTRACT BETWEEN

WCR CONSTRUCTION, LLC AND BURNET COUNTY, TEXAS

This Contract is executed by and between WCR CONSTRUCTION, LLC and Burnet County, Texas, hereinafter called CONTRACTOR and COUNTY, respectively,

It is AGREED and UNDERSTOOD that this Contract is for the labor and materials necessary to install a new roof at the Burnet County Courthouse, 220 S. Pierce St., Burnet, TX 78611.

The CONTRACTOR shall provide all services included in the purchase of materials and installation per Exhibit A: Bid 24-4090-01, dated January 24, 2024

It is AGREED and UNDERSTOOD that this Contract includes Exhibit B: Burnet County Standard Terms and Conditions attached herein.

The CONTRACTOR responsibilities shall include the following:

Scope of Work described in Exhibit A attached herein and including the following:

- CONTRACTOR shall perform cleanup of work areas on a daily basis.
- CONTRACTOR shall store project materials, supplies, and equipment in a neat and orderly manner so as not to unduly interfere with the operation and work of County business.
- CONTRACTOR shall be responsible for cleanup and removal of all equipment, surplus material, trash and debris related to this project upon completion of this project from the premises.
- Job project will not be paid until COUNTY is satisfied with completion.

Insurance

- A. The CONTRACTOR shall carry Workman's Compensation and Unemployment Insurance as required by law.
- B. The CONTRACTOR shall carry liability insurance as required in Exhibit B: Burnet County Standard Terms and Conditions.
- C. The CONTRACTOR shall supply a copy of proof of insurance coverage to COUNTY upon request and/or upon any change in coverage.

Termination Provisions

This contract is effective beginning **May 14, 2024** until job completion; except that in a case of default by the CONTRACTOR by failure to meet conditions set forth in this contract, whereby the COUNTY shall have the right to cancel this contract by giving ten (10) days written notice to the CONTRACTOR. The COUNTY agrees to give the CONTRACTOR written notice within five (5) days of any noncompliance and allow reasonable time for correction of the discrepancies prior to notifying the CONTRACTOR of its intention to cancel the contract. In the event of cancellation or termination then COUNTY shall not be required nor obligated to pay for services beyond the effective date of the cancellation of the contract.

Early Termination of Contract and Late Fees

In the event that COUNTY cancels before contract matures, a pro-rated statement will be sent showing cost of services to date less the amount paid to date. Statements are due upon receipt. Any amount not paid within thirty (30) days is past due.

Contract Amendments

- A. This contract may be amended by mutual agreement of both the CONTRACTOR and the COUNTY.
- B. All amendments shall be in writing and approved by the COUNTY and the CONTRACTOR'S authorized representative.

Payment Terms

The COUNTY shall pay to the CONTRACTOR its fee of price not to exceed \$153,846.00 for providing the services as submitted in Exhibit A, attached hereto and incorporated herein for all purposes. The COUNTY will make payment to CONTRACTOR within thirty (30) days of the statement date or otherwise pursuant to Texas law for the making of payments by local government entities.

Criminal Background Checks

If requested, CONTRACTOR shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Burnet County property.

If required by Burnet County, CONTRACTOR'S personnel who perform work on Burnet County property must submit to and pass a Sheriff's Department Criminal Background Check. The Burnet County Juvenile Board will determine what it means by "pass" a criminal background check, and the County reserves the right to exclude any worker from access to the facility for security purposes, within the sole discretions That status, within the County's sole discretion, must be maintained by all of CONTRACTOR's personnel entering COUNTY buildings for the duration of the contract.

The COUNTY reserves the right to conduct additional Criminal Background Checks as it deems necessary.

Bonds

The CONTRACTOR shall submit bonds as required by Texas Government Code 2253.

Warranty

The work performed by CONTRACTOR includes a one year workmanship warranty. If any item manufactured by CONTRACTOR fails under normal wear and tear then it will be replaced at the cost of the CONTRACTOR.

SPECIAL CONDITIONS

The CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract Documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The CONTRACTOR shall if required, furnish satisfactory evidence as to the kind and quality of materials.

RIGHT OF ENTRY. The COUNTY reserves the right to enter the property or location on which the work herein is contracted for by such agent or agents as he may elect, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as said COUNTY may desire.

EQUIPMENT, MATERIALS AND CONSTRUCTION PLANT. The CONTRACTOR shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction, and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid, or not paid for such work, until the entire work is completed and accepted.

CHARACTER OF WORKMEN. The CONTRACTOR agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract, to do the work; and agrees that whenever the COUNTY shall inform him in writing that any man or men on the work are, in his opinion, incompetent, unfaithful or disorderly, such man or men shall be discharged from the work and shall not again be employed on the work without the COUNTY'S written consent.

PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of Federal, State, and Municipal safety laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General Contractors of America except where incompatible with Federal, State, or Municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks, and other safety devices if necessary. The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, acting at his discretion as an independent contractor.

PROTECTION OF ADJOINING PROPERTY. The said CONTRACTOR shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The CONTRACTOR agrees to indemnify, save and hold harmless the COUNTY against any claim or claims for damages due to any injury to any adjacent or adjoining property, arising or growing out of the performance of the contract; but any such indemnity shall apply to any claim of any kind arising out of the existence or character of the work.

PROTECTION AGAINST CLAIMS OF SUB-CONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. The CONTRACTOR agrees that it will indemnify and save the COUNTY harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. When so desired by the COUNTY, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the CONTRACTOR fails so to do, then the COUNTY may at the option of the CONTRACTOR either pay directly any unpaid bills, of which the COUNTY has written notice, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully

discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligation upon the COUNTY by either the CONTRACTOR or his Surety.

FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the OWNER written notice that the work has been completed, or substantially completed, the COUNTY shall inspect the work and within said time, prepare and send a list of deficiencies. If there are not deficiencies found then COUNTY will process final payment.

FINAL PAYMENT. The COUNTY, who shall pay to the CONTRACTOR on or before the 35th day, after the date of Project Completion, the balance due the CONTRACTOR under the terms of this Agreement, provided he has fully performed his contractual obligations under the terms of this contract.

PAYMENTS WITHHELD. The COUNTY may, on account of subsequently discovered evidence, withhold payment to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims.
- (c) Failure of the CONTRACTOR to make payments properly to subcontractors or for Material or labor.
- (d) Damage to another contractor.
- (e) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount.
- (f) Reasonable indication that the work will not be completed within the contract time.

CHANGE ORDERS: Without invalidating this Agreement, the COUNTY may, at any time or from time to time, order deletions or revisions to the work; such changes will be authorized by Change Order to be prepared by the COUNTY after formal approval of Burnet County. The Change Order shall set forth the basis for any change in contract price, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

EXAMINATION OF SITE OF PROJECT. CONTRACTOR 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 surplus materials not designated to be salvaged materials, and methods of providing ingress and egress to private properties and of handling traffic during construction of the entire project.

TRADE NAMES AND MATERIALS. Where materials or equipment are specified by a trade or brand name, it is not the intention of the COUNTY to discriminate against an equal product of another manufacturer, but rather to set a definite standard of quality of 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 the equivalent of, or equal to some other thing, in the opinion or judgment of the COUNTY. Unless otherwise specified, all materials shall be the best of their respective kinds and 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 materials, article or process specifically designated shall be used, unless a substitute shall be approved in writing by the COUNTY, and the COUNTY shall have the right to require the use of such specifically designated material, article or process.

BARRICADES, LIGHTS, AND WATCHMEN. Where the work is carried on in or adjacent to any street, alley or public place, 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 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 number of barricades shall be erected to keep vehicles from being driven on or into any work under construction. The CONTRACTOR will be held responsible for all damage to the work due to failure of barricades, signs, lights, and watchmen to protect it, and whenever evidence is found of such damage, the COUNTY may order the damaged portion immediately removed and replaced by the CONTRACTOR at its cost and expense. The CONTRACTOR'S responsibility for the maintenance of barricades, signs, and lights, and for providing watchmen shall not cease until the project shall have been accepted by the COUNTY.

RESTORATION OF SITE & CLEANUP. Upon completion of the project (or major portions thereof) the CONTRACTOR shall restore the site to its original condition or better. Driveways and streets shall be compacted and resurfaced as originally found. All private property disrupted during construction including fences, patios, retaining walls, sidewalks, wooden decks, etc. shall be mended or repaired to their original condition. At the conclusion of the work, all tools, temporary structures and materials belonging to the Contractor shall be promptly removed, and all dirt, rubbish and other foreign substances shall be disposed of. The CONTRACTOR shall thoroughly clean all equipment and materials installed by and shall deliver over such materials and equipment in an undamaged, clean condition.

SAFETY.

- In accordance with generally accepted construction practices, the CONTRACTOR alone will be solely and completely responsible for conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.
- The duty of the COUNTY to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures, in, or on, or near the construction site.

EXISTING UTILITIES AND SERVICE LINES. The CONTRACTOR shall be responsible for the protection of all existing utilities or service lines crossed or exposed by construction operations. Where existing utilities or service lines are cut, broken or damaged, the CONTRACTOR shall replace or repair the utilities or service lines with the same type of original material and construction, or better, at CONTRACTOR'S cost and expense.

PROTECTION OF PROPERTY. The CONTRACTOR shall, at no additional expense to the COUNTY, protect by false work, braces, shoring or other property along the line of work or affected directly by CONTRACTOR work, against damage and shall repair the damages or repay the injured COUNTY if such damage occurs. The CONTRACTOR shall exercise care to protect from injury all water pipes, sanitary sewer pipes, gas mains, telephone cables, electric cables, service pipes, and other utilities or fixtures which may be encountered during the progress of the work. All utilities and other service facilities or fixtures if damaged, shall be repaired by the CONTRACTOR without additional compensation. Protection is

CONTRACTOR’S responsibility and CONTRACTOR must satisfy as to the existence and location of all utilities and structures.

CONTRACTS IN DEFAULT. The COUNTY may declare a contract in default for any one or more of the following reasons:

- Failure to complete the work within the contract period or any extension thereof.
- Failure or refusal to comply with an order of the COUNTY within a reasonable time.
- Failure or refusal to remove rejected materials.
- Failure or refusal to perform anew any defective or unacceptable work.
- Bankruptcy or insolvency, or the making of an assignment for the benefit of creditors.
- Failure to provide a qualified superintendent, competent workmen or subcontractors to carry on the work in an acceptable manner or failure to prosecute the work according to the agreed schedule of completion.
- Disregard or violation of any other important provisions of the Contract Documents as determined by the COUNTY.

INDEMNITY: CONTRACTOR shall indemnify and hold COUNTY harmless from any and all damages, injuries, lawsuits, administrative actions and other claims whether such claims are based on contract, statute or common law theories of recovery. This indemnity and hold harmless provision applies to all acts of alleged negligence, gross negligence and intentional acts *on the part of any party* to this contract, any officers, contractors, employees, elected employees, appointed employees, volunteers or reserve officers.

INTERPRETATION OF CONTRACT AND EXHIBIT B: “Burnet County Standard Terms and Conditions” have traditionally been made part of every Burnet County Contract. To the extent that the “Burnet County Terms and Conditions” are found to be in direct conflict with any of the terms and conditions of this document, the terms of this document will control. Otherwise, the Parties agree that this contract should be interpreted so that that the provisions of both documents supplement and support each other, with the greatest protections interpreted in favor of the County.

APPROVED:

BURNET COUNTY:

Burnet County, Texas

WCR CONSTRUCTION, LLC

Date

Date

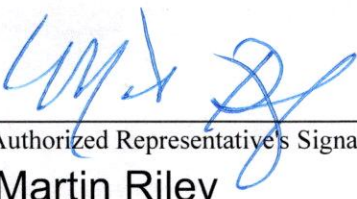
Bid Forms

RATE AND FEE SCHEDULE

The proposer having fully read the instructions, conditions, and general and specific provisions and understands them does hereby submit the following:

PROJECT BID SHOULD INCLUDE ALL COSTS SUCH AS LABOR, MATERIALS, INSURANCE AND BONDING COST:

BURNET COUNTY COURTHOUSE ROOF BID \$153,846.00-----



Authorized Representative's Signature

Martin Riley

Printed Name

General Manager

Title

WCR Construction LLC

Company Name

507 E Jackson

Street Address

Burnet, TX 78611

City, State, Zip

830-613-4619

Phone Number

riley.martin61@gmail.com

Email Address

46-2911231

FEIN(Tax ID)

Acknowledgements:
✓ Addendum 1-17-2024
✓ Q & A - 1-16-2024
✓ 1-17-2024
✓ 1-19-2024

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this *proposal*. THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.

REFERENCE ONE:

COMPANY NAME:	Georgetown High School
ADDRESS/CITY/STATE/ZIP:	507 E University Ave, Georgetown, TX 78626
CONTACT NAME/TITLE:	Jimmy Jones, Director of Construction & Development
BUSINESS PHONE/FAX:	512-635-5445
CONTRACT PERIOD:	1/20/2023-1/31/2024, Roofing & Sheet Metal
SCOPE OF WORK:	

REFERENCE TWO:

COMPANY NAME:	Shoal Creek Management
ADDRESS/CITY/STATE/ZIP:	3215 Steck Ave, Ste 101/ Austin/ TX/ 78757
CONTACT NAME/TITLE:	John Simmons/ Owner
BUSINESS PHONE/FAX:	512-680-3911
CONTRACT PERIOD:	2015- Present, Roofing (Multi-Project)
SCOPE OF WORK:	

REFERENCE THREE:

COMPANY NAME:	Lago Vista ISD
ADDRESS/CITY/STATE/ZIP:	8039 Bar K Ranch Rd / Lago Vista / TX / 78645
CONTACT NAME/TITLE:	Darren Webb / Superintendent of Schools
BUSINESS PHONE/FAX:	512-267-8300 ext. 1500
CONTRACT PERIOD:	2021-2023 / Roofing
SCOPE OF WORK:	

CERTIFICATION OF ELIGIBILITY

By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is **not** on the Federal Government's list of suspended, ineligible, or debarred contractors.

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

Signature: _____

Date: 1/24/2024

Printed Name: _____

Martin Riley

BID PROPOSAL SIGNATURE FORM

The undersigned agrees this bid becomes the property of Burnet County after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself/herself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be ninety (90) calendar days unless a different period is noted by the bidder.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Burnet County, and that the contents of this bid have not been communicated to any other bidder or to any employee of Burnet County prior to the official opening of this bid.

Vendor hereby assigns to purchaser, any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package. ***Failure to sign and return this form will result in the rejection of the entire bid.***

Signature _____

Company Name	WCR Construction		
Address	PO Box 358 or 507 E Jackson St		
City/State/Zip Code	Burnet/ TX/ 78611		
Phone/Email:	Office: 512-756-2539	Cell: 830-613-4619	
	Fax: n/a	Email: riley.martin61@gmail.com	
Print Name	Martin Riley		
Job Title	General Manager		



INVITATION TO BID

Burnet County Courthouse

Roof Replacement

BID# 24-4090-01

Burnet County, Texas

DUE DATE:
Wednesday, January 24, 2024
BY: 2:00 PM

Burnet County Auditor
Purchasing Division
133 E. Jackson St.

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This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

INTENT: It is the intent of this bid invitation to contract for the installation of a new roof at the Burnet County Courthouse located at 220 S. Pierce St. Burnet, TX 78611 all in accordance with the Bid Conditions, Specifications and/or Special Provisions attached hereto:

DUE DATE, TIME AND LOCATION OF BID OPENING: Sealed bids will be accepted until Wednesday, January 24, 2024 at 2:00P.M., at which time the bids will be publicly opened and read aloud in the Burnet County Auditor's Conference Room located at 133 E. Jackson Street, Burnet, Texas 78611.

NON-MANDATORY PRE-BID MEETING: A non-mandatory pre-bid meeting is scheduled for Wednesday, January 10, 2024 at 10:00 am. The meeting address is 220 S. Pierce St. Burnet, TX 78611 at the Burnet County Courthouse.

INSTRUCTIONS TO BIDDERS: Bids must be received in the office of the Burnet County Auditor/Purchasing Agent on or before the time and date specified. Bids received after the time and date specified, whether delivered or mailed, will not be considered and will be returned unopened. In order to assure your bid is fairly considered, it should be clearly marked "Roof Replacement Bid".

PLEASE MAIL OVERNIGHT OR HAND DELIVER YOUR BIDS TO:
BURNET COUNTY AUDITOR/
PURCHASING DEPT
133 E. JACKSON STREET
BURNET, TEXAS 78611

OR

Submit an electronic copy of your bid.
Instructions for electronic submission can be found at
www.burnetcountytexas.org/page/auditor.bidrequests

Questions concerning the Bid Process should be directed to:

Cindy Dalrymple
Burnet County Purchasing Dept.
Cdalrymple@burnetcountytexas.org
133 E. Jackson St.
Burnet, Texas 78611
(512) 756-5495

BID INSTRUCTIONS/REQUIREMENTS

SUBMISSION OF PROPOSALS/BIDS: Two (2) complete sets of all bid documents (original and one (1) copy) shall be sealed and marked:

Bid #24-4090-01 Roof Replacement Bid for Burnet County and mailed to:

**Burnet County Purchasing
Karin Smith, Purchasing Agent
133 E. Jackson St.
Burnet, TX 78611**

Or

An Electronic File may be submitted to bids@burnetcountytexas.org. Electronic files will remain unopened until the due date and time.

- Respondents are prohibited from contacting or communicating in any means with any consultant, employee, manager or elected official of Burnet County including concerning this bid/proposal except for questions concerning the proposal by Respondents directed through Burnet County Purchasing by email cdalrymple@burnetcountytexas.org. Failure to comply with this guideline could result in disqualification from the bid process.
- **All bids/proposals must be sealed** when returned to Burnet County.
- The bid must be signed and dated by a representative of the vendor's company who is authorized. It should be sealed, and received by Burnet County Auditor, 133 East Jackson, St., Burnet, TX 78611 by the closing date and time specified. A facsimile transmission is **not** an acceptable response to this Bid. Procedures for electronic bid submission can be found at <https://www.burnetcountytexas.org/page/auditor.bidrequests>
- All questions/checklists/blanks must be included in your response on the forms provided or the format requested. Failure to include any of the requested information within your bid may result in rejection/disqualification.
- Bids/Proposals will be received and publicly acknowledged at the Burnet County Purchasing Department located at the address listed above. Vendors, their representatives and interested persons may be present. All submissions shall be open for public inspection except for trade secrets, financial information, and other confidential information contained in the proposal/bid and identified as such by vendor.
- **It is the bidder's sole responsibility to print and review all pages of the bid document, attachments, questions and their answers, addenda and special notices. The Bid Proposal Signature Form, Certification of eligibility and Contract must be signed and returned. Failure to provide signatures on these forms could render bid non- responsive.**

- All documents relating to this bid including but not limited to, the bid document, questions and their responses, addenda and special notices will be posted under the Bid number on the Burnet County website and available for download by bidders and other interested parties. *It is the bidder's/respondent's sole responsibility to review this site and retrieve all related documents prior to the Bid due date.*
- *Any bid/proposal received after the date and/or hour set for bid opening will not be accepted.* Bidder will be notified and will advise Burnet County Purchasing as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization of the bidder. If bids/proposals are sent by mail to the Purchasing Department, the bidder shall be responsible for actual delivery of the bid to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Burnet County beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as authorized.
- Accuracy for all mathematical and number entries is the sole responsibility of the bidder. Burnet County will not be responsible for errors made by the bidder.

Written Questions deadline is: Wednesday, January 17, 2024 5:00 PM

STANDARD TERMS AND CONDITIONS

By returning this proposal with price(s) quoted and forms executed, Respondents certify and agree to the following:

1. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Burnet County, Texas Purchasing Agent, a request for clarification. Such requests must be received a minimum of five (5) days prior to scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Burnet County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Burnet County may be entitled by law or in equity, or elsewhere under this Bid or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Burnet County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non- performance or non-compliance.
3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the Bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
 - Have adequate financial resources, or the ability to obtain such resources as required.
 - Be able to comply with any required or proposed delivery schedule.
 - Have a satisfactory record of performance.
 - Have a satisfactory record of integrity and ethics.
 - Be otherwise qualified and eligible to receive the award.
5. Itemized invoices shall be sent to the Burnet County Auditor, 133 East Jackson St., Burnet, TX, 78611. Upon receipt of a valid invoice, payments will be processed in accordance with Texas Government Code, Chapter 2251 after verification that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Burnet County, Texas acting as a body may enter into any type of agreement or contract on behalf of Burnet County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Burnet County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the City of Burnet, Burnet County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, Burnet County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
11. The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Burnet County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Burnet County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
14. Limit of Appropriation – Prior to the execution of this Contract, Contractor has been advised by the County, and Contractor clearly understands and agrees, such understanding and agreement being of the absolute essence to the Contract, that the County shall have available only those funds specifically allocated in this Contract to fully discharge any and all liabilities which may be incurred by the County in bringing this Project to an absolute conclusion, resulting in a complete, fully finished, equipped and fully usable facility, and that the total of any and all basic construction costs, costs of providing the required services and materials, all fees and compensation of any sort to the Contractor, and any and all costs for any and all things or purposes coming inuring under or out of this Contract, irrespective of the nature thereof, shall not exceed said specifically allocated sum, notwithstanding any

word, statement or thing contained in or inferred from the preceding provision of this Contract which might in any light by any person be interpreted to the contrary.

15. Funding Clause - Payments required to be made by Burnet County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Burnet County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Burnet County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the County Auditor to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to verification and approval by the County Auditor. Thereupon, Burnet County will be released from its obligation to make further payments.
16. Burnet County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in proposals tendered. Proposals offered must be complete and all inclusive. Burnet County will not pay additional taxes, surcharges or other fees not included in bid prices.
17. Burnet County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Burnet County.

In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.

18. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Proposals may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
19. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
20. Respondent must provide a certificate of insurance requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force prior to any performance required by subject agreement.

21. Burnet County reserves the right to terminate an agreement/contract at any time, without cause, upon thirty (30) days written notice to Respondent. Upon termination, Burnet County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Burnet County shall not be liable for loss or reduction in any anticipated profit.
22. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
23. Burnet County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Burnet County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Burnet County.
24. Respondents must agree to provide the following information as part of this proposal:
- Form of business. (If a corporation, limited partnership or limited liability Company, indicate the state of creation).
 - Name of contact person (single point of contact with the Respondent).
 - List of all criminal charges, civil lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - List all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the proposal until the rejection or award of the bid/RFP.
 - Current fiscal year-end financial statements upon request.
25. Burnet County reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 10 business days after approval of the selection by the Burnet County Commissioners Court. Burnet County Reserves the right to award multiple contracts as necessary and in the best interest of the County.
26. Burnet County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
27. Costs of preparation of a response to this request for bids are solely those of the Respondent. Burnet County assumes no responsibility for any such costs incurred by the

Respondent. The Respondent also agrees that Burnet County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

28. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for proposal. Burnet County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
29. Bidder understands and agrees that in returning a response to this proposal/bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Burnet County Commissioners Court; if any.
30. Bids must be submitted on the forms provided. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a proposal be considered if submitted to any other person or department other than specifically instructed.
31. Gratuities— Burnet County may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Burnet County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Burnet County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Burnet County pursuant to this provision, Burnet County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
32. Termination - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be affected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
33. Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery,

pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

34. Assignment Delegation - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
35. Waivers - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. /
36. Modification - Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
37. Applicable Law - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
38. Advertising - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
39. Right to Assurance - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
40. Venue - Both parties agree that venue for any litigation arising from this contract shall be in Burnet County, Texas.
41. No negotiations, decisions, or actions shall be executed by the vendor as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.
42. The contents of each vendor's bid, including specifications shall remain valid for a minimum of 90 calendar days from the Bid due date.
43. Retainage - Ten percent (10%) retainage will be withheld from every payment that is made prior to project completion. When the contractor has fully completed the project and the

County has inspected and accepted the project, the final payment constituting the entire unpaid balance shall be made by Burnet County.

44. Subcontracting: The Vendor must function as the single point of responsibility for the Agency. No vendor shall submit a proposal comprised of separate software packages from multiple subcontractors.
45. Investigation of Conditions: Before submitting a bid, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
46. Contract Award:
 - 1) Burnet County reserves the right to reject any or all bids and to waive any minor informality or irregularity in a proposer's response if deemed in the best interests of the County.
 - 2) Award of a contract (if any) resulting from this bid will be made only by written authorization from Burnet County Commissioners Court.
47. Conflict of Interest: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
48. Ethics: The vendor and/or vendor's representatives shall not offer nor accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Burnet County.
49. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
50. All Hardware of any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
51. Descriptions: Whenever an article or material is defined or used in the BID specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
52. Addendum: Any interpretations, corrections or changes to this Bid and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court of Burnet County, Texas. Addendum will be mailed.

emailed, or faxed to all that are known to have received a copy of the Bid. Vendors shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

53. Patents/Copyrights: The successful vendor agrees to protect Burnet County from claims involving infringements of patents and/or copyrights.
54. Unless directly outlined in this specification the vendor shall consider no one but the Purchasing Agent as authorized to communicate, by any means, information or suggestions regarding or resembling this bid throughout the proposal process. A Contract Administrator will be designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
55. Packing slips or other suitable shipping documents shall accompany each special-order shipment and shall include:
 - (a) Name and address of successful vendor;
 - (b) Name and address of receiving department and/or location;
 - (c) Burnet County Purchase Order number; and,
 - (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.
56. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
57. Invoices must be itemized and show all information as stated above.
58. Equipment/Good/Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful vendor within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
59. Warranty: Successful vendor shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
60. Remedies: The successful vendor and Burnet County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
61. 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.

62. The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**

63. ***Standard Insurance Policies Required:***

- a. Commercial General Liability Policy
- b. Automobile Liability Policy
- c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Burnet County.
- e. All insurance policies shall be furnished to Burnet County upon request.

Commercial General Liability

- a. General Liability insurance shall be written by carrier with an A: VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily Injury and property damage with Burnet County named as an additional insured.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a. General Liability Insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

64. **Workers Compensation Insurance** - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the Proposal specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement TWCC-81, TWCC-83, or TWCC-84, showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - 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 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 service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Contractor shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code,

Section 401.011 (44) for all employees of the Contractor providing services on the project, for the duration of the project.

- The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - (2) no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (3) The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- (3) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (4) obtain from each other person with whom it contracts, and provide to the

Contractor:

- (a) a certificate of coverage, prior to the other person beginning work on the project; and
- (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (7) Contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Burnet County, or providing, or causing to be provided a certificate of coverage, the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Burnet County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

BONDING REQUIREMENTS

Pursuant to the provisions of Section 262.32 (c) of the Texas Local Government Code, if the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the county.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$25,000.00, the successful vendor shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime contractor or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before vendor begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful vendor exceeds \$100,000.00, the successful vendor shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Burnet County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the vendor begins the work.

CRIMINAL BACKGROUND CHECKS

The following will apply to any contracts that will require vendors to enter sensitive security areas. These include, but are not limited to, Burnet County Courthouse, Burnet County Sheriff's Department and/or Burnet County Jails.

- The successful bidder shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Burnet County property.
- Vendor personnel who perform work on Burnet County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all vendor personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firm's refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check.

The Criminal Background Check applies to the individual and not the company.

SCOPE OF WORK

PURPOSE:

Burnet County is seeking bids for the installation of a new roof at the Burnet County Courthouse located at 220 S. Pierce St, Burnet, Texas 78611 in accordance with the Bid Conditions, Specifications and/or Special Provisions attached hereto.

EXAMINATION OF EXISTING PREMISES: It is understood and agreed that the Contractor has by careful examination, satisfied himself as to the nature and location of the work, the character and quality of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent, or employee of the Owner, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. The bid shall be based on the specifications, supplemented by the affecting conditions. SEE ATTACHED DATA CONCERNING EXISTING ROOFS.

RISK: The work under this contract in every respect shall be at the risk of the Contractor until finished and accepted.

EXECUTION, CORRECTION, AND INTENT OF:

The Contractor acknowledges and declares that it has visited and examined the site and reasonably examined the physical and other conditions affecting the work. In connection therewith, Contractor specifically, will represent to Owner that to its best knowledge and belief it has, by careful examination, satisfied itself as to: (1) the nature, location, and character of the Project and the site, excluding subsurface and latent conditions; (2) the nature, location, and character of the general area in which the Project is located; and (3) the quality and quantity of all materials, supplies, tools, equipment, labor, necessary to complete the Work in the manner and within the cost and time frame required by the Contract Documents. In arriving at the Contract Sum and the Contract Time, Contractor has, as an experienced and prudent manager and contractor, exercised its reasonable judgment and expertise to include the impact of such circumstances upon the Contract Sum and the Contract Time. Claims for additional compensation or time because of the failure of the Contractor to familiarize itself with visible surface conditions, excluding subsurface and latent conditions, at the site will not be allowed. The Contractor will evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including, without limitation (1) the location, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, and (4) availability and cost of materials, tools and equipment. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project Site other than unforeseen concealed or latent conditions. The Contractor will be solely responsible for providing a safe place for the performance of the Work.

Unless otherwise provided by specific provisions under this agreement, contractor operations and activities related and provided for in this agreement will be under the supervision of a representative from the Burnet County Maintenance who for the purposes of this contract is:

Richard Gumbert
E-mail: rgumbert@burnetcountytexas.org

GENERAL

1.1 PRE-BID

- A. PRIOR TO SUBMITTING A BID ALL BIDDERS SHALL VISIT THE SITES AND FAMILIARIZE THEMSELVES WITH ALL ASPECTS OF THE SCOPE OF WORK.
- B. BIDDERS SHOULD ATTEND THE PRE-BID CONFERENCE WEDNESDAY, JANUARY 10, 2024 AT 10:00 AM AT THE BURNET COUNTY COURTHOUSE, 220 S. PIERCE ST, BURNET, TX 78611
- C. BIDDERS SHALL REVIEW THE COUNTY FURNISHED ORIGINAL ROOF CONSTRUCTION SPECIFICATION.
- D. ALL BIDS SHALL CONFORM TO THE REQUIREMENTS OF THE BURNET COUNTY RFP SOLICITATION INCLUDING PROVIDING QUALIFICATION MATERIALS, EXAMPLE WARRANTIES (MANUFACTURER AND INSTALLER), REFERENCES, AND PROPOSED SCHEDULE.
- E. AT THE CONTRACTOR'S OPTION MAY INCLUDE SEVEN DAYS PER WEEK, AND SCHEDULE MAY INCLUDE ALL HOURS OF THE DAY.
- F. CONTRACTOR SHALL COORDINATE ALL PHASES OF THE WORK WITH BUILDING MANAGEMENT AND COUNTY MAINTENANCE PERSONNEL INCLUDING SAFETY, DELIVERIES, STORAGE, ROOF MOUNTED LINES, CONDUITS, AND COMMUNICATION ANTENNA, TRASH CONTROL, NOISE AND SITE VEHICULAR CIRCULATION AND PARKING.
- G. LIABILITY FOR JOB SITE SAFETY AS WELL AS WATERTIGHT PERFORMANCE OF THE INSTALLED ROOFING MEMBRANE SYSTEM SHALL LIE TOTALLY WITH THE SUCCESSFUL BIDDER.
- H. CONTRACTOR IS ENCOURAGED TO OFFER SUGGESTIONS, OPTIONS OR ALTERNATE METHODS PERTAINING TO THE EXISTING CONDITIONS, EXISTING FLASHING DETAILS, OR INSTALLATION PROCEDURES FOR CONSIDERATION.

1.2 SUMMARY

- A. THIS SPECIFICATION INCLUDES:
 - 1. GENERAL PROVISIONS
 - 2. ADHERED TPO MEMBRANE ROOFING SYTEM
 - 3. COVER BOARD

1.3 PERFORMANCE REQUIREMENTS

- A. GENERAL PERFORMANCE: INSTALLED MEMBRANE ROOFING AND BASE FLASHINGS SHALL WITHSTAND LOCAL CODE REQUIRED UPLIFT PRESSURES, THERMALLY INDUCED MOVEMENT, AND EXPOSURE TO WEATHER WITHOUT FAILURE DUE TO DEFECTIVE MANUFACTURE, FABRICATION OR INSTALLATION. MEMBRANE ROOFING AND BASE FLASHINGS SHALL REMAIN WATERTIGHT.
- B. MATERIAL COMPATIBILITY: PROVIDE ROOFING MATERIALS THAT ARE COMPATIBLE WITH ONE ANOTHER UNDER CONDITIONS OF SERVICE AND APPLICATION REQUIRED.
- C. CONTRACTOR TO PROVIDE MEMBRANE ROOFING SYSTEM IN COMPLIANCE WITH MANUFACTURER'S RECOMMENDATIONS WITHOUT EXCEPTION. ANY EXCEPTION NOTED BY THE MEMBRANE MANUFACTURER SHALL BE DISCLOSED PRIOR TO AWARD OF CONTRACT. ROOF MEMBRANE SYSTEM SHALL PROVIDE FOR FIRE/WINDSTORM CLASSIFICATION CLASS 1A-90.

1.4 SUBMITTALS

- A. PRODUCT DATA SHEETS FOR EACH TYPE OF PRODUCT TO BE USED.
- B. ROOF PLANS INDICATING ROOF AREAS CORRELATED WITH SCHEDULE, INDICATE ORIENTATION OF MEMBRANE, PROPOSED LOCATION OF WALKWAY PADS, AS WELL AS INDICATING ROOFTOP ITEMS TO REMAIN VS. THOSE TO BE REPLACED.
- C. SHOP DRAWINGS INDICATING LOCATION OF FLASHING TYPES, AND BOARD FASTENING PATTERNS AT CORNER, PERIMETER, AND FIELD LOCATIONS.
- D. SAMPLES OF MEMBRANE, SUBSTRATE COVER BOARD, WALKWAY PADS, AND EACH TYPE OF PROPOSED FASTENER.

1.5 QUALITY ASSURANCE

- A. PROVIDE EVIDENCE THAT THE MEMBRANE MANUFACTURER IS AWARE OF THE PROJECT CONDITIONS AND COMPONENTS AND TAKES NO EXCEPTION THAT MIGHT BE REFLECTED IN THE WARRANTY.
- B. PROVIDE EVIDENCE THAT THE MEMBRANE MANUFACTURER HAS PROPERLY LICENSED OR AUTHORIZED THE CONTRACTOR TO INSTALL THE MEMBRANE SYSTEM.
- C. NUMBER, INSTALLATION PATTERN, AND TYPE OF COVER BOARD FASTENERS SHALL BE AS SPECIFIED AND APPROVED BY THE ROOFING MEMBRANE MANUFACTURER FOR BOTH TYPES OF EXISTING ROOF DECKS.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. DELIVER ROOFING MATERIALS TO PROJECT SITE IN ORIGINAL CONTAINERS WITH SEALS UNBROKEN AND PROPERLY LABELED WITH INSTRUCTIONS FOR STORING AND MIXING WITH OTHER COMPONENTS.
- B. STORE LIQUID COMPONENTS PER MANUFACTURERS INSTRUCTION. DISCARD AND LEGALLY DISPOSE OF ANY THAT CANNOT BE APPLIED WITHIN ITS STATED SHELF LIFE.
- C. PROTECT MATERIALS FROM PHYSICAL DAMAGE OR DETERIORATION FROM ANY SOURCE. COMPLY WITH MANUFACTURERS INSTRUCTIONS FOR HANDLING, STORING, AND PROTECTING PRIOR AND DURING INSTALLATION.
- D. TEMPORARILY STORE ONLY THE MATERIALS ON ROOF THAT CAN BE INSTALLED THAT DAY, AND DISTRIBUTE MATERIALS TO AVOID OVERLOADING OR DEFLECTION OF DECK.

1.7 PROJECT CONDITIONS

- A. PROCEED WITH REMOVAL OF EXISTING ROOFING ONLY WHEN EXISTING AND FORECASTED WEATHER CONDITIONS PERMIT NEW ROOF SYSTEM TO BE INSTALLED ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS AND WARRANTY REQUIREMENTS.
- B. REMOVE ONLY THE AMOUNT OF EXISTING ROOFING THAT CAN BE REPLACED WITHIN THE SAME CONTINUOUS WORK PERIOD.

1.8 WARRANTY

- A. MANUFACTURER'S WARRANTY SHALL BE A STANDARD OR CUSTOMIZED FORM AS APPROVED BY BURNET COUNTY PRIOR TO AWARD OF CONTRACT, SHALL BE WITHOUT MONETARY LIMITATION, AND IN WHICH THE COMPONENT MANUFACTURER AGREES TO REPAIR OR REPLACE ANY COMPONENTS OF THE ROOFING SYSTEM THAT FAIL DUE TO MATERIAL OR WORKMANSHIP WITHIN A TWENTY (20) YEAR TIME PERIOD.
- B. INSTALLER'S WARRANTY FOR ALL ROOFING COMPONENTS FURNISHED AND/OR INSTALLED IN WHICH THE CONTRACTOR AGREES TO REPAIR OR REPLACE ANY COMPONENTS OF THE ROOF SYSTEM WHICH FAIL TO BE WATERTIGHT FOR A PERIOD OF SEVEN (7) YEARS, TO INCLUDE ALL LABOR AND MATERIALS NECESSARY FOR THE REPAIRS.
- C. WARRANTY PERIODS SHALL BE MEASURED FROM THE DATE OF FINAL ACCEPTANCE AND PAYMENT BY BURNET COUNTY.

PART 2 - PRODUCTS

2.1 TPO MEMBRANE ROOFING

- A. FABRIC REINFORCED THERMOPLASTIC POLYOLEFIN UNIFORM AND FLEXIBLE SHEET.
 - 1. ACCEPTABLE MANUFACTURERS:
 - a. FIRESTONE BUILDING PRODUCTS COMPANY
 - b. GAF MATERIALS CORPORATION
 - c. GENFLEX ROOFING SYSTEMS
 - d. JOHNS MANVILLE
 - e. MULE-HIDE PRODUCTS CO, INC.
 - f. CARLISLE SYNTEC SYSTEMS
 - 2. THICKNESS 80 MILS NOMINAL
 - 3. EXPOSED FACE COLOR: WHITE, OR LIGHT GREY

2.2 AUXILIARY MEMBRANE ROOFING MATERIALS

- A. GENERAL: AUXILIARY MEMBRANE ROOFING MATERIALS RECOMMENDED BY ROOFING SYSTEM MANUFACTURER FOR INTENDED USE, AND COMPATIBLE WITH MEMBRANE ROOFING.
- B. SHEET FLASHING: MANUFACTURER'S STANDARD THERMOPLASTIC POLYOLEFIN SHEET FLASHING, MINIMUM 55 MILS THICK, SAME COLOR AS SHEET MEMBRANE.
- C. BONDING ADHESIVE: MANUFACTURER'S STANDARD FOR SELECTED MEMBRANE.
- D. MISCELLANEOUS ACCESSORIES: PROVIDE POURABLE SEALERS, PREFORMED CONE AND VENT SHEET FLASHINGS, PREFORMED INSIDE AND OUTSIDE CORNER FLASHINGS, T-JOINT COVERS, LAP SEALANTS TERMINATION REGLETS, AND ANY OTHER NECESSARY ACCESSORIES.
- E. COVER BOARD: FIBERBOARD HIGH DENSITY, 1/4 INCH THICK, R3.

2.3 WALKWAY PADS

- A. FLEXIBLE WALKWAY PADS: FACTORY FORMED, NON-POROUS, HEAVY DUTY, SLIP RESISTING, SURFACE TEXTURED WALKWAY PADS, APPROX 1/4 INCH THICK.
- B. MANUFACTURED BY OR ACCEPTABLE TO ROOF MEMBRANE MANUFACTURER, COLOR WHITE OR GREY.

PART 3 - EXECUTION

3.1 EXISTING MEMBRANE REMOVAL

- A. REMOVE ALL UNEVEN IMPERFECTIONS. THAT WOULD CAUSE THE COVER BOARD TO NOT LAY FLAT AND UNIFORM.
- B. REMOVE MODIFIED BITUMEN ROOFING SHEETS, ALL LAYERS WHERE OCCUR AND SMOOTH EXISTING SUBSTRATE ADEQUATELY TO ACCEPT THE COVER BOARD.
- C. REMOVE AND REPLACE ALL MEMBRANE FLASHINGS INCLUDING METAL FLASHINGS AND COPINGS AS REQUIRED TO REMOVE AND PROPERLY INSTALL THE NEW MEMBRANE ROOF.
- D. ALL SHEET METAL COPINGS SHALL BE REPLACED WITH SAME GAUGE, FINISH AND COLOR AS EXISTING.
- E. ROOF DRAIN DOMES AND FLASHING COLLARS/CLAMPING RINGS REMOVED SHALL BE REPLACED WITH NEW NON-CORROSIVE UNITS OF SAME SIZE AND TYPE. ROOF DRAIN SHALL BE REMOVED TO THE EXISTING DRAINPIPE AND REPLACED WITH NEW NON-CORROSIVE METAL UNITS OF SAME SIZE AND TYPE.
- F. CERTAIN EXISTING ROOF CURBS AS IDENTIFIED BY COUNTY PERSONNEL SHALL BE REMOVED OR CAPPED. BIDS SHALL IDENTIFY THE BIDDERS PREFERENCE AND PROVIDE PRICING FOR BOTH METHODS. IF CURB IS TO BE REMOVED, THE OPENING SHALL BE PATCHED WITH SAME ROOF CONSTRUCTION AS ADJACENT. IF CURBS ARE TO BE CAPPED, THE CAP SHALL INCORPORATE A SOLID SUBSTRATE WITH SUFFICIENT STRENGTH TO SPAN THE OPENING, A 2" RIGID INSULATION BOARD, AND A WATERTIGHT SHEET METAL CAP.
- G. CONTRACTOR SHALL COORDINATE WITH COUNTY PERSONNEL AND TEMPORARILY RAISE ALL CONDUITS AND GAS PIPING AS REQUIRED FOR THE NEW WORK. AFTER COMPLETION OF THE WORK CONTRACTOR SHALL PROVIDE PLASTIC SUPPORTS FOR ALL CONDUITS AND PIPING OF SIZE, TYPE AND STRENGTH AS RECOMMENDED AND APPROVED BY THE MEMBRANE MANUFACTURER.

3.2 EXAMINATION

- A. EXAMINE ALL AREAS AND CONDITIONS AFFECTING THE WORK OF THE INSTALLERS AND PERFORMANCE OF THE ROOFING SYSTEM.
- B. VERIFY WITH COUNTY PERSONNEL ALL ITEMS TO REMAIN INCLUDING CONDUITS AND WIRING ARE PROPERLY SUPPORTED AND THAT ITEMS TO BE REMOVED HAVE BEEN IDENTIFIED.
- C. ALL HVAC DRAINS WILL BE RECONNECTED IN SAME MANNER AS EXISTING SYSTEM.
- D. PROCEED WITH INSTALLATION ONLY AFTER ANY UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

3.3 PREPARATION

- A. CLEAN SUBSTRATE OF DUST, DEBRIS, MOISTURE OR OTHER SUBSTANCES DETRIMENTAL TO ROOFING INSTALLATION ACCORDING TO MANUFACTURER'S INSTRUCTIONS.
- B. PREVENT MATERIALS FROM ENTERING ROOF DRAINS OR LIQUIDS SPILLING ON ROOF SURFACE.
- C. COMPLETE TERMINATIONS AND BASE FLASHINGS AND PROVIDE TEMPORARY SEALS TO PREVENT WATER FROM ENTERING COMPLETED SECTIONS OF ROOFING SYSTEM AT THE END OF EACH WORKDAY OR WORK PERIOD. REMOVE OR DISCARD TEMPORARY SEALS BEFORE BEGINNING WORK ON ADJOINING ROOF AREAS.

3.4 COVER BOARD INSTALLATION

- A. COORDINATE INSTALLING ROOF SYSTEM COMPONENTS SO COVER BOARD IS NOT EXPOSED AT THE END OF EACH WORK PERIOD.
- B. COMPLY WITH ROOFING SYSTEM AND COVER BOARD MANUFACTURERS' INSTRUCTIONS.
- C. INSTALL COVER BOARD WITH LONG JOINTS IN A CONTINUOUS STRAIGHT LINE WITH END JOINTS STAGGERED BETWEEN ROWS, ABUTTING EDGES AND ENDS BETWEEN BOARDS WITH NO GAPS EXCEEDING ¼".
- D. FASTEN COVER BOARDS WITH CORROSION RESISTANT METAL FASTENERS OF PROPER LENGTH AND STRENGTH ACCORDING TO REQUIREMENTS OF FM APPROVALS "ROOFNAV" TO RESIST UPLIFT PRESSURE AT CORNERS, PERIMETER, AND FIELD OF ROOF.

3.5 ADHERED MEMBRANE ROOFING INSTALLATION

- A. START MEMBRANE INSTALLATION ONLY AFTER ALL CONDITIONS AFFECTING THE WORK AND WARRANTY HAVE BEEN DETERMINED ACCEPTABLE PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS.
- B. ACCURATELY ALIGN MEMBRANE AND MAINTAIN UNIFORM SIDE AND END LAPS OF MINIMUM DIMENSIONS AS REQUIRED BY MANUFACTURER. STAGGER END LAPS.
- C. BONDING ADHESIVE: APPLY TO COVER BOARD AND UNDERSIDE OF MEMBRANE AT RATE REQUIRED PER MANUFACTURER AND ALLOW TO PARTIALLY DRY PER MANUFACTURER INSTRUCTIONS.
- D. IF CALLED FOR BY MANUFACTURER, AND IN ADDITION TO ADHERING, MECHANICALLY FASTEN MEMBRANE AT LOCATIONS AS RECOMMENDED BY MANUFACTURER.

- E. APPLY MEMBRANE ROOFING WITH SIDE LAPS SHINGLED WITH SLOPE OF ROOF WHERE POSSIBLE.
- F. CLEAN AND TREAT ALL SEAMS PER MANUFACTURER'S INSTRUCTIONS INCLUDING MINIMUM OVERLAP, HOT AIR WELDING, STRENGTH TESTING AND REPAIR AS REQUIRED.
- G. SPREAD SEALANT BED OVER DECK DRAIN FLANGE AT ROOF DRAINS AND SECURELY SEAL MEMBRANE ROOFING IN PLACE WITH CLAMPING RING.

3.6 BASE FLASHING INSTALLATION

- A. INSTALL SHEET FLASHINGS AND PREFORMED FLASHING ACCESSORIES AND ADHERE TO SUBSTRATES ACCORDING TO ROOFING SYSTEM MANUFACTURER'S INSTRUCTIONS.
- B. APPLY BONDING ADHESIVE TO SUBSTRATE AND UNDERSIDE OF SHEET FLASHING AT REQUIRED RATE AND ALLOW TO PARTIALLY DRY.
- C. FLASH ALL PENETRATIONS AND SCUPPERS WATERTIGHT WITH SHEET FLASHING.
- D. CLEAN SEAM AREAS, OVERLAP, AND FIRMLY ROLL SHEET FLASHING INTO THE ADHESIVE, HOT AIR WELD SIDE AND END LAPS FOR A WATERTIGHT SEAM.
- E. TERMINATE AND SEAL TOP OF ALL FLASHINGS UNDER NEW METAL CAP OR REGLETS WITH SUFFICIENT OVERLAP OR COVERAGE.
- F. CONTRACTOR SHALL INSPECT FLASHINGS TO REMAIN AND REPAIR OR REPLACE AS REQUIRED TO INCLUDE SAME IN HIS WARRANTY.

3.7 FLEXIBLE WALKWAY PADS

- A. INSTALL FLEXIBLE WALKWAYS AS FIELD DIRECTED BY COUNTY PERSONNEL. BIDDERS SHALL INCLUDE 1500 LINEAL FEET OF FLEXIBLE WALKWAYS IN THE BASE BID AND PROVIDE A PER LINEAL FOOT PRICE FOR QUANTITIES ABOVE OR BELOW 1500 LINEAL FEET. INSTALL ONLY PRODUCTS AS MANUFACTURED BY, OR ACCEPTABLE TO, THE ROOFING MEMBRANE MANUFACTURER FOR THIS INSTALLATION. INSTALL PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS.

3.8 FIELD QUALITY CONTROL

- A. COUNTY PERSONNEL OR REPRESENTATIVE SHALL INSPECT THE ROOFING OPERATION PERIODICALLY BASED ON THE CONTRACTOR'S SUBMITTED SCHEDULE. SUCH INSPECTIONS SHALL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO PROVIDE A WATERTIGHT ROOF.
- B. CONTRACTOR SHALL ARRANGE FOR A FINAL ROOF INSPECTION BY THE ROOFING MEMBRANE MANUFACTURER'S TECHNICAL PERSONNEL UPON COMPLETION.

- C. CONTRACTOR SHALL REPAIR OR REMOVE AND REPLACE ANY AND ALL COMPONENTS OF THE MEMBRANE ROOFING SYSTEM WHERE INSPECTIONS SO INDICATE.

END

BURNET COUNTY INFORMATION FOR PROPOSAL

Proposals may be withdrawn on written or telegraphic request received from bidders prior to the time set for opening. Negligence on the part of the responder in preparing the proposal confers no right for the withdrawal of the proposal after the hour fixed for the opening.

Any oral statement by any representative of the County, modifying or changing any conditions of this contract, is an expression of opinion only and confers no right upon the seller.

For proper identification: proposal number, closing time, date, and item requested must appear on outside of envelope.

Any proposal submitted on a public works project shall comply with the additional requirements and conditions attached hereto as well as the terms and conditions stated herein.

Burnet County will in no way be bound to purchase any predetermined amounts under this contract.

Burnet County may accept all or part of proposal/proposals submitted for different locations.

Two (2) copies must be submitted consisting of one (1) original and (1) copy unless bid is submitted electronically.

All products bid and delivered must meet or exceed specifications, including Federal and State regulations. Burnet County reserves the right to award contract(s) to one or more vendor(s) as deemed best interest of Burnet County.

To: Vendors of Burnet County, Texas
From: Purchasing Agent
Re: ***Conflict of Interest Form (CIQ)***

Vendor:

Please find the link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Burnet County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Burnet County Purchasing Department either through bid return, or email. Please see contact information below.

Burnet County Purchasing Department
Email: cdalrymple@burnetcountytexas.org
Phone: 512-715-5295

Applicable Law

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 Burnet County (County Clerk) 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, Texas Local Government Code.

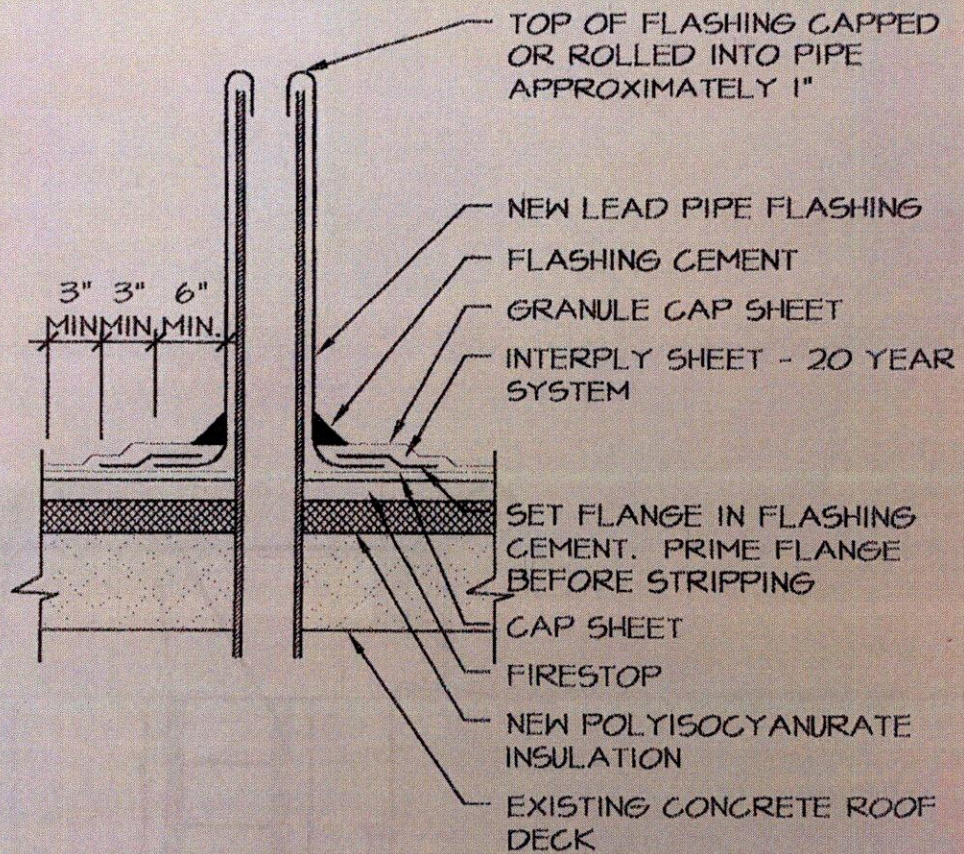
Certificate of Interested Parties (Form 1295)

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 of the Government Code. The law states that a government entity may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the government 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.

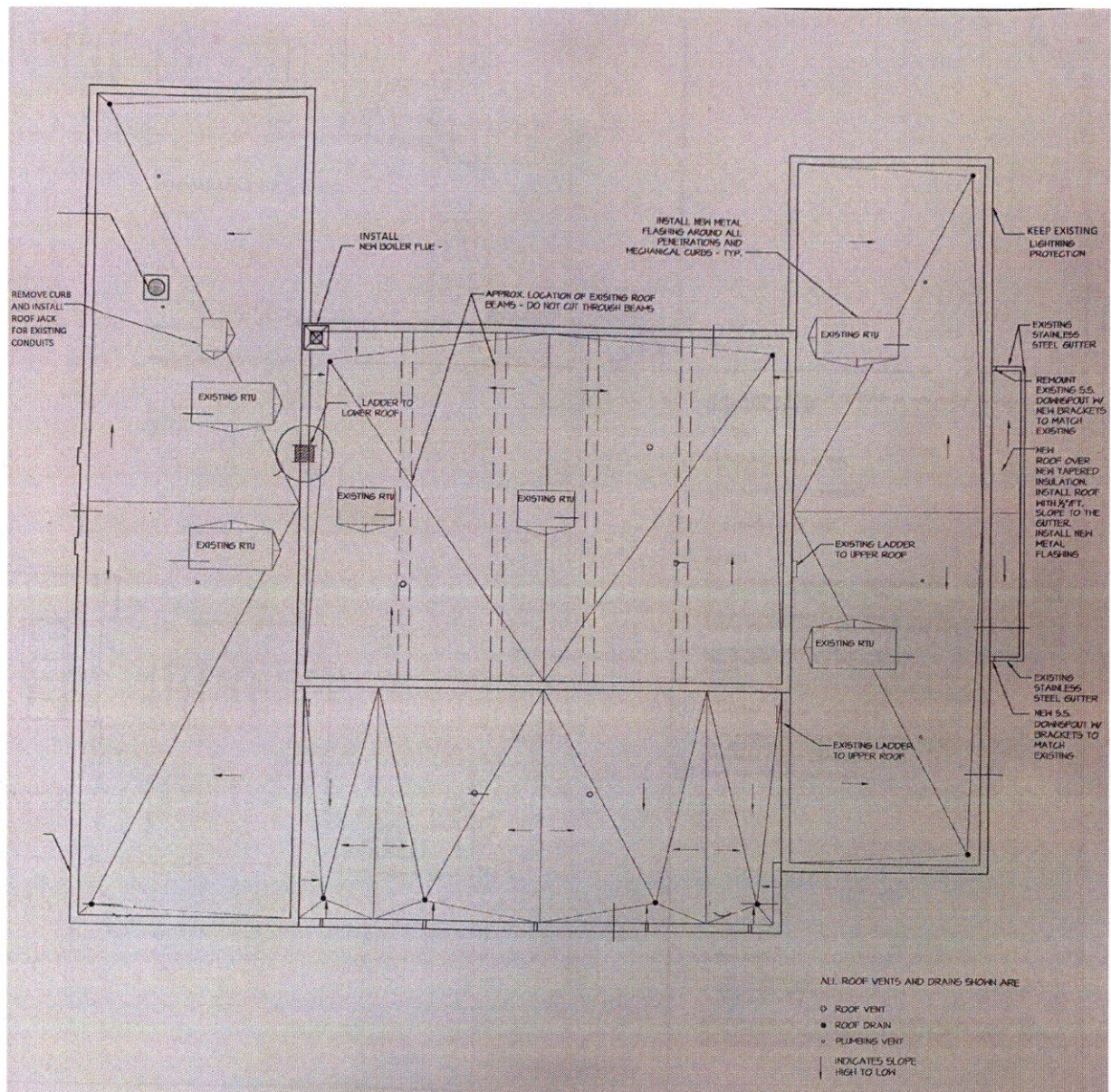
The Filing Process:

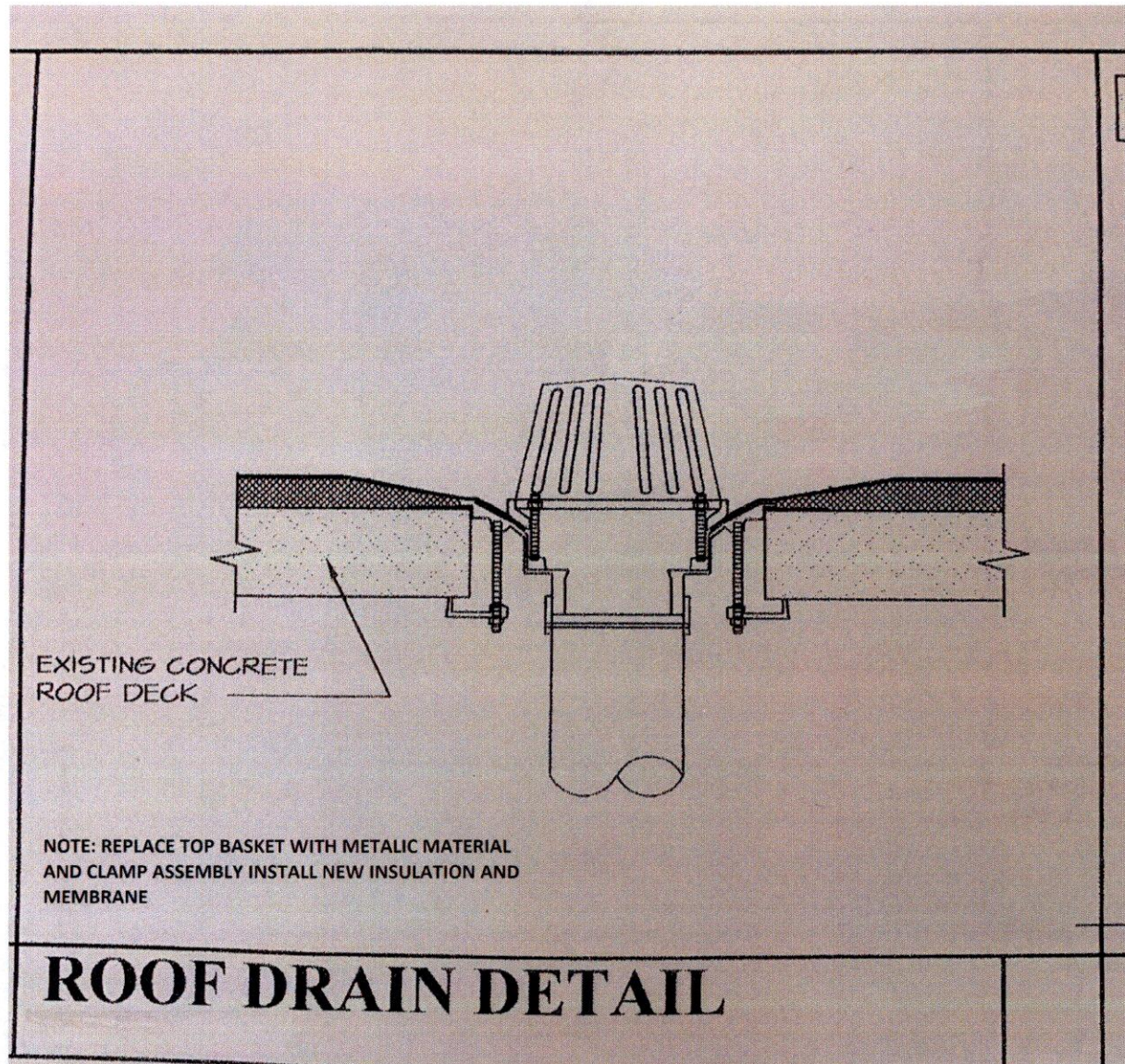
1. Prior to award by Commissioners Court, your firm will be required to log in to the Texas Ethics Commission, <https://www.ethics.state.tx.us/filinginfo/1295/> and fill out the Electronic Filing Application.
2. Once submitted, the system will generate an electronic Form 1295 displaying a "Certificate Number." Your firm must print, sign and notarize Form 1295.
3. Within ten (10) business days from notification of pending award by the Burnet County Purchasing Agent, the completed Form 1295 must be submitted to Burnet County.
4. Your firm will need to repeat this process and obtain a separate Form 1295 each time you enter into a new, renew a contract or make modification and/or amendments to a Burnet County contract.

Instructions and information are available at <https://www.ethics.state.tx.us/filinginfo/1295/> or you may call the Texas Ethics Commission at (512) 463-5800.



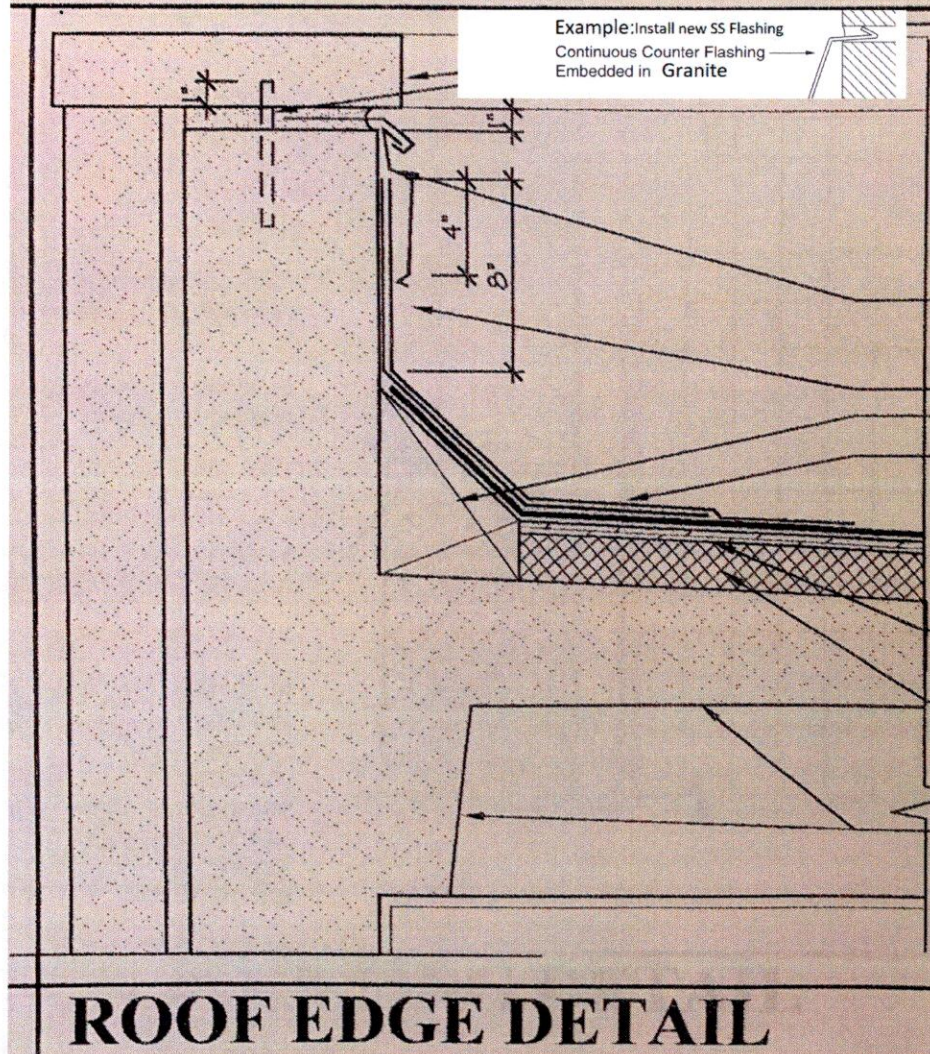
ROOF AT EXISTING VENT





EXISTING FLASHING TO BE REPLACED WITH NEW STAINLESS STEEL

Example: Install new SS Flashing
Continuous Counter Flashing
Embedded in Granite



**EXHIBIT B
STANDARD PURCHASE TERMS AND CONDITIONS
DEPARTMENT OF PURCHASING
BURNET COUNTY, TEXAS**

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS** - Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2. **SHIPMENT UNDER RESERVATION PROHIBITED** - Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3. **TITLE & RISK OF LOSS** - The title and risk of loss of the goods shall not pass to Buyer until Buyer actually accepts the goods at the point or points of delivery.

4. **FOB POINT** - Delivery of all products under this contract shall be made Free On Board to final destination, at the address shown in this contract or as indicated on each Delivery Order placed against this contract. The title and risk of loss of the goods shall not pass to Burnet County until receipt and acceptance takes place at the F.O.B. point.

5. **NO REPLACEMENT OF DEFECTIVE TENDER** - Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6. **PLACE OF DELIVERY** - The place of delivery shall be that set forth in the block of the purchase order release entitled "Ship To". Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

7. INVOICES AND PAYMENTS

a. Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number and the supply agreement number, if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail to: Burnet County Auditor's Office, 133 E. Jackson St, Burnet, Texas 77806. Payment shall not be due until the above instruments are submitted after delivery. Suppliers should keep the Auditor's Office advised of any changes in your remittance addresses.

b. Buyer's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.

c. Do not include Federal Excise, State, County, or City Sales Tax. The County shall furnish tax exemption certificate upon request.

8. **GRATUITIES** - The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of Burnet County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. **SPECIAL TOOLS & TEST EQUIPMENT** - If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE

a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. **. PRODUCT WARRANTIES** - Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

12. **SAFETY WARRANTY** - Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event the Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS** - Seller warrants that all applicable patents and Copyrights which may exist on items bid upon have been adhered to and further warrants that Burnet County shall not be liable for any infringement of those rights. Seller agrees to defend Burnet County in any legal cause of action resulting from any violations to existing patents, licenses, or copyrights applicable to items sold hereunder.

14. **RIGHT OF INSPECTION** - Buyer shall have the right to inspect the goods at delivery before accepting them.

15. **CANCELLATION** - Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if Seller

becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. **TERMINATION** - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. **FORCE MAJEURE** - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

18. **. ASSIGNMENT DELEGATION** - No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. **. WAIVERS** - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

20. **. MODIFICATIONS** - This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

21. **. INTERPRETATION PAROL EVIDENCE** - This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

22. **. APPLICABLE LAW** - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

23. **ADVERTISING** - Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

24. **. RIGHT TO ASSURANCE** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. **VENUE** - Both parties agree that venue for any litigation arising from this contract shall be in Burnet County, Texas.

26. **INSURANCE** - Construction and professional service providers shall purchase and maintain the following insurance the entire term of the contract. 1. Worker's Compensation in accordance with statutory requirements. 2. Commercial General Liability Insurance with a combined minimum of \$1,000,000 per occurrence. 3. Automobile Liability Insurance, covering owned, hired and non-owned vehicles with combined minimum limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage.

27. POTENTIAL CONFLICTS OF INTEREST - An outside consultant or contractor is prohibited from submitting a bid for services on a Burnet County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliated, subsidiary, joint venturer or was in any other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Burnet County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250.00 given to any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Burnet County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

28. By accepting this Purchase Order, the seller verifies that it does not boycott Israel and will not boycott Israel during the term of the contract with Burnet County.