CITY OF MISSION SOLICITATION, OFFER AND AWARD FORM					
SOL	LICITATION INFORMATION EQUEST FOR BIDS (RFB)				
1. BID NO.: 19-138-02-13 2. ISSUE DATE: January 30, 2019 3. FOR INFORMATION CONTACT: (No collect calls) NAME: Crissy Cantu, Buyer TELEPHONE: (956) 580-8667 FAX: (956) 580-8798	4. BRIEF DESCRIPTION: Expansion of the Bannworth Gym				
E-MAIL: ccantu@missiontexas.us 5. PRE-BID CONFERENCE/GENERAL CONTRACTORS MEETING: (Highly Recommended) *** There will be a conference. *** LOCATION: City of Mission City Hall 1201 E. 8 th Street Mission, TX 78572 DATE: Wednesday, February 06, 2019 TIME: 10:00 AM CST	6. ADVERTISING DATES: 1 st Week of Advertisement Date:01/_30/_19 2 nd Week of Advertisement Date:02/_06/_19				
7. SUBMIT OFFER TO: Mailing/Hand/Commercial Courier Delivery City of Mission Purchasing Department 1201 E. 8 th Street R101 Mission, TX 78572 Bid # 19-138-02-13	8. OFFER SUBMISSION DUE DATE AND TIME: DATE: February 13, 2019 TIME: 2:00 PM CST				
 No Facsimiles or late arrivals will be accepted. A and will be returned. City of Mission Purchasing De Overnight mail must also be properly labeled on the SUBMIT WITH OFFER: Original offer and 2 photod 	Any bids received after offer submission due date and time will not be opened epartment time stamp clock will be the governing time for acceptability of bids. e outside of the express envelope or package in reference to RFB. copies including documents and attachments so indicated on Page 2 of this form. The publicly by The City of Mission Purchasing Department, immediately after the response to an REP will NOT be publicly opened				
	in firm for a period of 60 calendar days from the final due date for bids.				
14. In compliance with the above, the undersigned agree furnish any or all items, or provide the service(s), up	o be completed by Offeror) ees, if this offer is accepted within the period specified in Block 12, above, to on which prices are offered in the Schedule at the price set opposite each item the service(s) at the designated location(s) within the time specified. 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN THE OFFER: (Type or Print)				
TELEPHONE: E-MAIL: CELL PHONE: FAX:	17. BIDDERS SIGNATURE & DATE:				
(To be	AWARD e completed by City of Mission)				
18. TOTAL AMOUNT OF AWARD:					
19. PURCHASING AGENT SIGNATURE & DATE OF A	WARD:				
Name: Signatu	ure: Date://				

SOLICITATION INDEX

	NAME		FORM DESCRIPTION				SUBMIT WITH OFFER		
Cover Sheet Solicitation, Offer and Award For include Sign and Date)				orm (Complete in	its entirety to		YES		
		General Terms & Conditions					YES		
		Bid Bond	d of 5% of Total Amou	nt of Bid		YES			
•	Instructions to Bidders	Delivery	Terms				YES		
		Paymen	t & Performance Bond	S			NO		
		Mileston	e Schedule				NO		
		Insuranc	Insurance Certificate				NO		
•	Schedule of Subcontractor(s)/Subconsultant(s)	Attachm	Attachment #1				YES		
•	Non-Collusive Bidding Certificate	Vendor /	Vendor Acknowledgement Form				YES		
•	Pricing Schedule	Signed a	and Completed			YES			
•	Addenda Checklist	Confirma	ation Receipt of Adden	dum(s)			YES		
•	Contractor Site Visit Check List	Confirma	ation of Site Visit			YES			
•	Bidder's General Questionnaire	General	Questions (Supporting	g Documentations)		YES		
•	CIQ Questionnaire	Conflict	of Interest Questionna	ire (Signed and E	(ecuted)		YES		
•	Specifications/Scope of Work	Descript	Description of Expansion of the Bannworth Gym				YES		
1. /	ACKNOWLEDGMENT OF ADDENDUM	IS:	ADDENDUMS #	DATE	ADDENDU	IS #	DATE		
	ror acknowledges receipt of the following endum(s) to the solicitation:	1							
len	ntify addendum number and date of each	n.)							

****Firm name and authorized signature must appear on each page that calls For this information. Failure to do so may disqualify your Bid ****

City of Mission Instructions to Bidder – General Terms & Conditions Bid Name/No.: Expansion of the Bannworth Gym / RFB: 19-138-02-13

Please read your specifications thoroughly and be sure that the offered complies with all requirements. Any variation from the specifications will not be allowed. If you are the successful bidder, it will be required that <u>"Expansion of the Bannworth Gym"</u> be provided as specified.

- (1) Sealed bids will be received for <u>"Expansion of the Bannworth Gym"</u> in accordance with the specifications attached hereto.
- (2) The item(s) under this proposal shall be new and unused. All specifications shown are minimum requirements. There is no intention to disqualify any bidder who can meet these specifications.
- (3) One (1) original and two (2) copies of RFB <u>must</u> be enclosed in a sealed envelope with vendor's name and return address clearly type/printed on upper left hand corner and proper notation clearly type/printed on the lower left hand corner "Request for Bids" <u>– "Expansion of the Bannworth Gym-Bid No. 19-138-02-13</u>" and delivered to City of Mission Purchasing Department, 1201 East 8th Street Room R-101, Mission, Texas 78572 <u>on or before 2:00 p.m., Wednesday, February 13, 2019</u>. No Facsimiles or late arrivals will be accepted. Any RFB received after that time will not be opened and will be returned. Overnight mail must also be properly labeled on the outside of express envelope or package in reference to RFB.
- (4) Bids must give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or <u>AUTHORITY TO BIND HIS FIRM IN A</u> <u>CONTRACT</u>. Firm name and authorized signature must appear on each page that calls for this information.
- (5) Interest of Public Officials

The offeror represents and warrants that no employee, official, or member of the Council (Executive Committee) of the City is or will be peculiarly interested in or benefited directly or indirectly as a result of this contract.

(6) Covenant Against Gratuities

The offeror represents as part of its offer that neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the City with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performing of the contract.

(7) Preparation of Bids

(a)Bidders are expected to examine the Pricing Schedule, General Terms & Conditions, all drawings, specifications, the statement of work, and all other provisions of, and attachments to, the solicitation, whether incorporated by reference or otherwise, prior to the submission of bids. Failure to do so will be at the bidder's risk.

(b)Each bidder shall furnish the information required by the solicitation. Bids shall be submitted on the bid form contained in the solicitation. Bidders shall sign and print or type their name on the bid form and each continuation sheet on which they make an entry. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent of the bidder (other than an officer or a partner of the bidder) are to be accompanied by evidence of the agent's authority (unless such evidence has been previously furnished to the City).

(c)All blanks on the bid form shall be filled in by typewriter or printed in ink with a firm fixed unit price for items bid. Unit prices shall include packing unless otherwise specified. In case of any discrepancy between a unit price and any extended or total price required by the bid form, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d)Bids for property or services other than those specified in the Schedule will not be considered unless specifically authorized in the solicitation. Any condition, qualification, or limitation of the bid may be a basis for rejection of the bid as nonresponsive.

(e)The bidder must state a definite time for delivery of property or for performance of services unless otherwise specified in the solicitation. All measurements shall be in the system of weights and measures in common usage in the United States, and pricing shall be in U.S. dollars.

(8) Submission of Bids

(a) Bids and modifications thereof shall be enclosed in sealed envelopes or sealed cartons and submitted to the Buyer of the City of Mission at the address specified in the solicitation. The bidder shall show the hour and date specified in the solicitation for receipt of bids, the solicitation number, and the bidder's name, address, and telephone number on the face of the envelope or carton.

(b) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt of bids.

(c) Samples of items, when required, must be submitted within the time specified and, unless otherwise specified in the solicitation, at no expense to the City. If not destroyed by testing, samples will be returned at the bidder's request and expense, unless otherwise specified in the solicitation.

(d) Each copy of the bid shall include the legal name of the bidder and a statement whether the bidder is a sole proprietorship, a corporation, or any other legal entity. A bid for a corporation shall further give the state of incorporation and have the corporate seal affixed to it.

(9) Explanation to Bidders

Any explanation desired by a bidder regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing from the City's authorized representative and with sufficient time allowed for a reply to reach bidders before the submission of bids. Any communication held with city employees, council members, or representatives other than the purchasing staff may be subject to rejection of bid. Oral explanations or instructions given before the award of any contract, at any pre-bid conferences or otherwise, will not be binding on the City. Any information given to a bidder concerning an interpretation of the solicitation will be furnished to all bidders as an addendum to the solicitation, if such information is necessary to bidders in submitting bids on the solicitation or if the lack of such information would be prejudicial to uninformed bidders.

- (10) Acknowledgment of Addendums to Invitation for Bids
 - (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
 - (b) Bidders shall acknowledge receipt of any addendums to this solicitation: (1) by signing and returning the addendums; or (2) by identifying the addendums number and date in the space provided for this purpose on the bid form; or (3) by letter or telegram. The City must receive the acknowledgment by the time and at the place specified for receipt of bids.
- (11) Bids <u>cannot</u> be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Mission.
- (12) <u>STATE SALES TAX MUST NOT BE INCLUDED IN BID.</u> Contractors are not tax exempt.
- (13) No substitutions or cancellations permitted without written approval of the City of Mission.

- (14) Any additions, deletions, or variations from the following specifications will not be allowed. Any parts not specifically mentioned which are necessary for the work to be complete and for use or which are normally furnished as standard equipment shall be furnished by the successful bidder and shall confirm in strength, quality, and workmanship to the accepted standard of the industry.
- (15) Number of days required for completion/acceptance after receiving notice to proceed for each project under "Expansion of the Bannworth Gym" must be stated below. Failure to so state number of days will obligate bidder to complete each project within one hundred twenty (120) calendar days.
 - Completion/Acceptance of projects should not exceed 120 calendar days for expansion. Exceeding the number of days shall result in rejection of bid.

Days to complete work as per specifications after receipt of notice to proceed:

Expansion of the Bannworth Gym

days

- Evaluation and Basis for Award (16)
 - (A) Award of Contract
 - (a) If the competitive sealed bidding requirement applies to the contract for goods or services, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the municipality.
 - (b) In determining the best value for the municipality, the municipality may consider:
 - 1) the purchase price;
 - 2) the reputation of the bidder and of the bidder's goods or services;
 - 3) the quality of the bidder's goods or services;
 - 4) the extent to which the goods or services meet the municipality's needs;
 - the bidder's past relationship with the municipality; 5)
 - the impact on the ability of the municipality to comply with laws and rules relating to 6) contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
 - 7) the total long-term cost to the municipality to acquire the bidder's goods or services; and
 - 8) any relevant criteria specifically listed in the request for bids or proposals
 - (B) One Award

One contract award will be made under this Request for Bids. Multiple contract awards shall not be made.

- (17) When delay can be foreseen, bidder shall give prior notice to the City of Mission. Bidder must keep City of Mission advised at all times of status of order. Default in promised delivery (without acceptable reasons) or failure to meet specifications, authorizes the City of Mission to purchase such deliver/service "Expansion of the Bannworth Gym" off contract. The contractor will be liable for any increase in cost incurred due to defaulting for "Expansion of the Bannworth Gym".
 - Acceptable reasons for delayed delivery(ies) are as follows; Act of God (floods, tornadoes, a. hurricanes, etc.), acts of government, fire strikes, war. Actions beyond the control of the successful bidder.
- (18) Quote F.O.B. Mission, Texas. If not quoting, show guaranteed exact cost to deliver. Bid in units of quantity specified extend and show total.
- (19) The City may hold bids <u>60 days</u> after bid opening without taking action. Bidders are required to hold their bids firm for same period of time.

- (20) The City of Mission reserves the right to reject any or all bids, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Mission.
- (21) Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type, style or quality of material desired. If a bidder quotes on an article other than the one specified, which he/she considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive date must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the article called for.
- (22) The bidder agrees to indemnify and save harmless the City, the Purchasing Agent and any assistants from all suits and actions of every nature and descriptive brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he/she shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.
- (23) Bidder shall carefully examine the bid forms, general terms and conditions, and specifications. Should the bidder find discrepancies in, or omissions from bid forms, general terms and conditions, specifications, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Mission City Hall, (956) 580-8667) and obtain clarification by addendum prior to submitting any bid.
- (24) BILLING AND PAYMENT INSTRUCTIONS:

Invoices must include:

- **a.** Name and address of successful vendor
- **b.**Name and address of receiving department or official
- **c.** Purchase Order Number (if any)
- d. Notation <u>"Expansion of the Bannworth Gym"</u>
- **e.** Descriptive information as to the items or services delivered, including product code, item number, quantity etc.

The City of Mission will execute payment by mail within thirty (30) working days after each percentage of work has been completed and found to meet specifications for <u>**"Expansion of the Bannworth Gym"**</u> as indicated below. No other method of payment will be considered. Payment will be authorized in the following manner:

Payment #1:	45% of price at 50% completion
Payment #2:	45% of price at 100% completion
Payment #3: (10% Retainage)	31 days after completion of project

- (25) Funds for this procurement have been provided through Federal Funding for this fiscal year only. The award of a bid or contract hereunder will not be construed to create a debt for the City which is payable out of federal funds beyond the current fiscal year.
- (26) The bidder is specifically advised that the bid must be accompanied by a bid bond from a reliable surety company licensed to operate in the State of Texas, totaling five percent (5%) of the total amount of the bid for each project, as a guaranty that if awarded the bid, the bidder shall meet all specification requirements and delivery date(s). A certified cashier's check will be allowed in lieu of a bid bond for five (5%) of the total amount for each project.
 - a) Bidder's failure to comply with specification requirements and delivery date(s) shall forfeit the check(s) or bid bond(s) as identified in this paragraph of these general terms and conditions to bidders. Such check(s) or bid bond(s) will be returned to all except three lowest bidders within ten(10) business days after opening of bids, and the remaining check(s) or bid bond(s) to exclude the successful bidders will be returned promptly after an official awarded of contract.

- **b**) Certified cashier's check or bid bond from a reliable surety company of the awarded bidder shall be returned upon receipt of final delivery/acceptance of said goods or services along with payment/performance bond(s) by the Owner. If no award has been made within (60) days after opening of bids, check(s) and/or bid bond(s) will be returned accordingly.
- (27) All contracts shall require the contractor, before beginning the work, to execute to the City a payment bond of the contract for each project if it is in excess of \$25,000.00 and a performance bond if the contract is in excess of \$100,000.00.
 - a. Performance and Payment bonds are to be submitted to the City of Mission within 7 calendar days from notice of award.
- (28) The geographical location(s) of bidder's facilities referenced <u>"Expansion of the Bannworth Gym"</u> given due consideration in determining the lowest responsible bidder. All items will be evaluated and awarded individually or in any combination thereof.
- (29) Bidders are advised that any part of the specifications that are not met within the time of completion/delivery regardless of how major or minor it might be shall be grounds for none acceptance of delivery and forfeiture of bid bond.
- (30) The City of Mission reserves the right to waive or take exception to any part of the specifications when in the best interest of the City of Mission.
- (31) LIQUIDATED DAMAGES FOR DELAY: And the CONTRACTOR agrees that time is the essence of this contract, and that for each day of delay beyond the number of working days herein agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as is provided for under Extension of Time herein) above the OWNER may withhold permanently for the CONTRACTOR'S total compensation, the sum of <u>two hundred fifty dollars per day</u> Dollars <u>\$250.00/day</u>] as stipulated damages for such delay.
- (32) Bidders must comply with all applicable federal, state and local laws, rules, regulations and ordinances and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- (33) Bidders are advised that they must be in compliance with the below mentioned law:

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Mission not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

(34) Termination of Contract: The City of Mission reserves the right to terminate the contract if, in the opinion of the City of Mission, the successful vendor's and/or contractors performance is not acceptable, if the City is being repeatedly overcharged, improperly charged, no funds available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

- (35) Additional Responsibility Criteria
 - (a) The Contractor shall provide documentation with bid that shows their expertise and past experience by completing Business Questionnaire, List of References for Similar Projects form in the following fields:

General Construction/Construction Management - Contractor must have at a minimum 3 years' experience in this field.

Demolition Work- Contractor must have at a minimum 3 years experience in this field.

- (b) Contractor(s) who intend to submit offer(s) on homes with lead-based paint must include their safe work practices and renovators, repair and paint rule (RRP) certifications with their offer. Non inclusion of these certifications shall result in rejection of bid.
- (36) Milestone Schedule

The Contractor must submit a brief schedule within 7 calendar days from Notice of Award showing how he intends to organize and perform the work for this contract.

(37) Submission of Schedule of Subcontractor(s)/Sub consultant(s)

Each offeror should include with bid a completed <u>Schedule of Subcontractor(s)/Sub consultant(s)</u> form provided as Attachment 1 to General Terms and Conditions with their offer. The contents of the form may be a factor used in determining an offeror's responsibility.

- (38) Change orders will not be allowed, bidders must thoroughly review specifications in order to factor in any unforeseen costs.
- (**39**) Contingency Allowances
 - A. Include in Contract a stipulated sum/price of \$30,000 for use upon Owner's instruction as a contingency allowance.
 - B. Funds will be drawn from contingency allowance only by Supplemental Instructions.
 - C. At closeout of Contract, funds remaining in contingency allowance will be credited to Owner.

(40) Disclosure of Interested Parties

Contractor is to comply with Government Code Section 2252.908 enacted by H.B. 1295, which prohibits a government entity or state agency from entering into certain contracts with a business entity unless the business entity submits a disclosure of interested parties. For more information go to the Texas Ethics Commission web page at: <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>

(41) Insurance Requirements for Supply/Services and/or Construction

(a) Required Coverage. The Contractor shall, at all times during the term of this contract and extended terms thereof, provide and maintain the following types of insurance protecting the interests of the City of Mission and the Contractor with limits of liability not less than those specified below.

Commercial General Liability insurance or its equivalent, **listing City of Mission as an additional insured**, providing limits of not less than \$500,000 for bodily injury and property damage per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims arising out of the services, construction, etc. provided with a general aggregate of \$1,000,000, and a products and completed operations aggregate of \$1,000,000. Coverage should include: Damaged to rented premises at a minimum of \$100,000 per occurrence. There shall not be any policy exclusions or limitations for the following as well:

Contractual Liability covering Contractor's obligations herein

Personal Injury Advertising Liability Medical Payments Fire Damage Legal Liability Broad Form Property Damage Liability for Independent Contractors

(b) Automobile liability insurance policy with combined single limit of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, consistent with potential exposure to City under the Texas Tort Claims Act.

(c) Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

(d) A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of City consistent with potential exposure of City under the Texas Tort Claims Act;

(e) Workers' Compensation and Employers' Liability- insurance is equivalent to State of Texas Workers' Compensation Statutory Limits, providing limits of not less than \$1,000,000 for each accident, each disease per employee \$1,000,000, and policy limit of no less than \$1,000,000. There shall not be any policy exclusions or limitations.

(f) Certificates of Insurance. Before commencing execution of this contract, and within 7 calendar days from date of award of contract, the Contractor shall furnish Original proof of insurance via Certificates of Insurance satisfactory to the City of Mission at the following addresses,

City of Mission Crissy Cantu, Buyer 1201 E. 8th Street Mission, TX 78572 Bid # 19-138-02-13

evidencing that insurance as required by paragraph (a) above is in force, stating policy number dates of expiration and limits of liability thereunder. All copies of policies and Certificates of Insurance submitted to the City shall be in a form and content acceptable to the City.

(g) Approval of Forms and Companies. All coverage described in this contract shall be in a form and content satisfactory to the Purchasing Agent. No party subject to the provisions of this contract shall violate or knowingly permit to be violated any of the provisions of the policies of insurance described herein. All insurance should be provided by insurance companies with a Best's rating of A- or better. Please include proof of such rating with your coverage documents.

(h) Additional Insured Endorsement. The policy or policies providing Commercial General Liability, and as otherwise required above, shall be endorsed to name City of Mission, their directors, officers, representatives, agents, and employees as Additional Insurers with respects to operations performed by or on behalf of the Contractor in the performance of this contract via ISO endorsements CG 2037 or its equivalent. The policy shall also be endorsed to name other interests as directed by City of Mission.

(i) Notice of Cancellation or Material Changes. Policies and/or Certificates shall **specifically** provide that a thirty (30) day notice of cancellation, non-renewal, or material change be sent to the City.

(j) Multiple Policies. The limits of liability as required above may be provided by a single policy of insurance or a combination of primary, excess, or umbrella liability policies. But in no event shall the total limit of liability of any one occurrence or accident be less that the amount shown above.

(k) Deductibles. Companies issuing the insurance policies and the Contractor shall have no recourse against the City for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the Contractor.

(1) Subcontractors. If any part of the work is sublet, the Contractor shall require any and all subcontractors performing work under this contract to carry General Liability and Products, and Construction Liability Insurance, with limits of liability that Contractor shall deem appropriate and adequate to protect the interests of the City. In the event a subcontractor is unable to furnish insurance in accordance to section (a) above, the Contractor shall endorse the subcontractor as an Additional Insured. Insurance certificates for subcontractors shall be furnished to the City of Mission upon request.

(m) No Release. The carrying of the above-described coverage shall in no way be interpreted as relieving the Contractor of any other responsibility or liability under this agreement, or any applicable law, statute, regulation, or order.

(42) Appeal Process

An appeal may be brought by the lowest bidder deemed to have been non-responsive and/or not responsible. Appeals are limited to the following:

- 1. Matters of bias, discrimination, or conflict of interest
- 2. Computing errors and alleged improprieties or ambiguities in bid specifications; and
- 3. Non-compliance with procedures described in solicitation or City Policy.

The appeal must be in writing and shall be filed with the Purchasing Director at:

City of Mission 1201 E. 8th Street, Room R-101 Mission, Texas 78572

Appeals must include the following information:

- a. Name, address, email, telephone and fax number of appellant;
- b. Bid identification number;
- c. A detailed description of the legal and factual basis of the appeal (include any and all relevant documents, diagrams, photos, etc.);
- d. The desired outcome/solution;
- e. Signed and dated

All appeals must be filed within three (3) working days from the date of award by City Council. Untimely appeals will not be considered. Upon receipt of the appeal, the Purchasing Director will have three (3) working days to attempt to clarify or resolve any issues addressed in the request for appeal.

If the appeal is not resolved with the Purchasing Director, then it shall be considered at a public hearing at the next City Council meeting. All determinations made by the City Council are final.

CITY OF MISSION Attachment 1 to General Terms and Conditions - Schedule of Subcontractor(s)/Subconsultant(s)

Subcontractor(s)/Subconsultant(s) Offerors should provide information on **all** of their prospective subcontractor(s)/subconsultant(s) who submit bids/proposals in support of this solicitation. Use additional sheets as needed.

Project Name: <u>"Expansion of the Bannworth Gym"</u> Solicitation Number: <u>Bid No: 19-138-02-13</u>

Name of Prime Contractor:_____

NAMES AND ADDRESSES OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)		TYPE OF WORK TO BE PERFORMED	MINORITY OR WOMAN FIRM? (Check all that apply)		PREVIOUS YEAR'S ANNUAL GROSS RECEIPTS	
NAME:		TYPE OF WORK:	YES 🗆		□ less than \$500K	
ADDRESS:			NO 🗆		□ \$500K - \$2 mil.	
PHONE: FAX: E-MAI	τ.		IF YES: DBE		□ \$2 mil \$5 mil.	
FAX: E-MAI TAX ID #:	L:	AGE OF FIRM:	OR MBE		\Box more than \$5 mil.	
CONTACT PERSON:			OR WBE			
NAME:		TYPE OF WORK:	YES 🗆		□ less than \$500K	
ADDRESS:			NO 🗆		□ \$500K - \$2 mil.	
PHONE:	T		IF YES: DBE		□ \$2 mil \$5 mil.	
FAX: E-MAI TAX ID #:	L:	AGE OF FIRM:	OR MBE		\Box more than \$5 mil.	
CONTACT PERSON:			OR WBE			
NAME:		TYPE OF WORK:	YES 🗆		□ less than \$500K	
ADDRESS:			NO 🗆		□ \$500K - \$2 mil.	
PHONE:	T		IF YES: DBE		□ \$2 mil \$5 mil.	
FAX: E-MAI TAX ID #:	L:	AGE OF FIRM:	OR MBE		\Box more than \$5 mil.	
CONTACT PERSON:			OR WBE			
NAME:		TYPE OF WORK:	YES 🗆		□ less than \$500K	
ADDRESS:			NO 🗆		□ \$500K - \$2 mil.	
PHONE:	τ.		IF YES: DBE		□ \$2 mil \$5 mil.	
FAX: E-MAI TAX ID #:	L:	AGE OF FIRM:	OR MBE		\Box more than \$5 mil.	
CONTACT PERSON:			OR WBE			
NAME:		TYPE OF WORK:	YES 🗆		□ less than \$500K	
ADDRESS:			NO 🗆		□ \$500K - \$2 mil.	
PHONE: FAX: E-MAI	τ.		IF YES: DBE		□ \$2 mil \$5 mil.	
TAX ID #:	L:	AGE OF FIRM:	OR MBE		\Box more than \$5 mil.	
CONTACT PERSON:			OR WBE			
NAME:		TYPE OF WORK:	YES 🗆		□ less than \$500K	
ADDRESS:			NO 🗆		□ \$500K - \$2 mil.	
PHONE: FAX: E-MAI	т.		IF YES: DBE		□ \$2 mil \$5 mil.	
FAX: E-MAI TAX ID #:	L.	AGE OF FIRM:	OR MBE		\Box more than \$5 mil.	
CONTACT PERSON:			OR WBE			

Name/Title of Person completing this form:

Signature_____

Date____

City Of Mission Vendor Acknowledgment Form - Non-Collusive Bidding Certification Bid Name/No.: "Expansion of the Bannworth Gym"/ 19-138-02-13

I/We have read instructions to bidder and specifications. My/Our bid conforms to all bid specifications, conditions, and instructions as outlined by *CITY OF MISSION*.

Signing the Acknowledgment Form confirms that our company will enter into a binding contract with CITY OF MISSION for item(s) awarded to our company. I/We have read instructions to bidder and specifications.

The undersigned Bidder, by signing and executing this bid, certifies and represents to the CITY OF MISSION that Bidder has not been offered, conferred or agreed to confer any pecuniary benefit, as defined by 1.07(a)(6) of the Texas Penal Code, or any other thing of value as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer. trustee, agent of employee of the CITY OF MISSION concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future offer, confer, or agree to confer any pecuniary benefit or other thing of value to any officer, trustee, agent or member of the CITY OF MISSION in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or member of CITY OF MISSION in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

Date:	
Company Name:	
Signature:	
Title:	

Note: This form, along with the Execution of Offer, must be filled in and submitted with the sealed bid.

City Of Mission Pricing Schedule Bid Name/No.: "Expansion of the Bannworth Gym"/ 19-138-02-13

For any questions directly regarding the <u>"Expansion of the Bannworth Gym- Bid No. 19-138-02-13"</u>, please call or email:

Crissy Cantu, Buyer: <u>ccantu@missiontexas.us</u> Telephone: (956) 580-8667

NAME AND ADDRESS	QTY	OBJECTIVE		TOTAL BID PRICE
Expansion of the Bannworth Gym	1	Expansion	\$	
	Miscellaneous Allowance		\$	30,000.00
Total Price				

ALL PROJECTS WILL BE EVALUATED AND AWARDED INDIVIDUALLY OR IN ANY COMBINATION THEREOF.

Company Name: Owner or President Name:			
Company Address:			
City, State, Zip Code:			
Telephone Number:			
Fax Number:			
Email:			
Federal ID or SS# Number:			
*Company Authorized Represe	ntative's Signature	Date	
Company Representative's Nan	ne (Please Print)	Company Represent	tative's Title

*Signature on this form indicates agreement with "Instructions to Bidder-General Terms and Conditions, Pricing, and Specifications

CITY OF MISSION ADDENDA CHECKLIST BID NAME/NO: Expansion of the Bannworth Gym / 19-138-02-13

Bid of: ______(Bidder Company Name)

To: City of Mission Ref.: "Expansion of the Bannworth Gym": 19-138-02-13

Ladies and Gentlemen:

The undersigned Bidder hereby acknowledges receipt of the following Addenda to the captioned RFB (initial if applicable).

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____

Respectfully submitted,

Bidder:	
By:	
(Authorized Signature for Bidder)	
Name:	
Title:	
Date:	

CITY OF MISSION CONTRACTOR SITE VISIT CHECKLIST BID NAME/NO.: "Expansion of the Bannworth Gym"/ 19-138-02-13

Bid of: ______(Bidder Company Name)

To: City of Mission Ref.: Expansion of the Bannworth Gym RFB No.: 19-138-02-13

Ladies and Gentlemen:

The undersigned Bidder hereby acknowledges site visit was done for the following projects: (Please concur with a check mark and signature below)

Expansion of the Bannworth Gym:

1822 N Shary Rd,

Respectfully submitted,

Bidder: _____ By: _____ (Authorized Signature for Bidder) Name: Title: _____ Date: _____

City of Mission

GENERAL BUSINESS QUESTIONNAIRE (SUPPLIES, SERVICES AND CONSTRUCTION)

This questionnaire, the requested list of references and the authorization to release financial information are used in part to assist in determining a potential contractor's responsibility. Offerors shall submit the General Business Questionnaire information within two (2) work days from the date of notification by the City, or with the offer, if so indicated in the Table of Contents page 2 of the Solicitation, Offer and Award Form. All information must be current and traceable. Each venturer of a joint venture must submit a separate signed form.

City of Mission reserves the right to make additional inquiries based on information submitted, or the lack thereof. Questions concerning this questionnaire or the authorization form should be directed to the contact person identified on the Solicitation, Offer and Award Form. In cases where a question does not apply or if unable to respond, offeror should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Offeror will explain the reason when responding N/A or N/R.

- 1. Name of Offeror ("Business"):
- 2. List name(s) and business address of officers and directors for corporations, partners for partnerships, and venturers for joint ventures (attach additional pages as necessary).

3. Number of years in business under present business name: _____

- 4. If applicable, list all other names under which the Business identified above operated in the last 5 years.
- 5. Annual Gross Revenue (Past year): (M represents millions, K represents thousands) \$100K or less \$100K-\$500K \$500K-\$1M \$1M-\$5M \$5M-\$10M \$10M-\$16M \$16M or Over
- 6. Will bidder/proposer provide a copy of its financial statements for the past two (2) years, if requested by City of Mission? Yes No
- 7. Number of current employees:
- 8. Has the Business, or any officer or partner thereof, failed to complete a contract? Yes No
- 9. Is any litigation pending against the Business? Yes No
- 10. Is offeror currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, offeror needs to explain the expected impact, both in organizational and directional terms. Yes No

- 11. Has the Business ever been declared "not responsible" for the purpose of any governmental agency contract award?
- 12. Has the Business been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise disqualified from bidding, proposing, or contracting? ☐Yes ☐No
- Are there any proceedings pending relating to the Business' responsibility, debarment, suspension, voluntary exclusion, or qualification to receive a public contract?
 ☐Yes ☐No
- 14. Has the government or other public entity requested or required enforcement of any of its rights under a surety agreement on the basis of a default or in lieu of declaring the Business in default? ☐Yes ☐No
- 15. Is the Business in arrears on any contract or debt? Yes No
- 16. Has the Business been a defaulter, as a principal, surety, or otherwise?
- 17. Have liquidated damages or penalty provisions been assessed against the Business for failure to complete work on time or for any other reason?
- 18. Does offeror have a contingency plan or disaster recovery plan in the event of a disaster? If so, then Bidder will provide a copy of the plan.
- 19. Does offeror have quality assurance program? If yes, offeror will describe its quality assurance program, its quality requirements, and how they are measured.
- 20. If a "yes" response is given under questions 9 through 19, please provide a detailed explanation including dates, reference to contract information, contacts, etc. (attach additional pages as necessary).

I, individually and on behalf of the business named in this Business Questionnaire, do by my signature below, certify that the information provided in this questionnaire is true and correct. I understand that any false statements or misrepresentations regarding the Business named above may result in: 1) termination of any or all contracts which City of Mission has or may have with the Business; 2) disqualification of the Business from consideration for contracts; 3) removal of the Business from City of Mission's vendors' list; or/and 4) legal action(s) applicable under federal, state, or local law.

Name:	Title:
Signature:	Date:
(Owner, CEO, President, Majority Stockholder or Designat	ed Representative)

LIST OF REFERENCES FOR SIMILAR PROJECTS

Use additional pages as necessary.

1. Project:

Date of Completion (if applicable): Contact Person: Company Name: Address: Telephone Number: Fax Number: E-mail Address:

- Project: Date of Completion (if applicable): Contact Person: Company Name: Address: Telephone Number: Fax Number: E-mail Address:
- Project: Date of Completion (if applicable): Contact Person: Company Name: Address: Telephone Number: Fax Number: E-mail Address:
- 4. Project: Date of Completion (if applicable): Contact Person: Company Name: Address: Telephone Number: Fax Number: E-mail Address:

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entit	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.	
A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
1 Name of person who has a business relationship with local governmental entity.	
2 Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the ap later than the 7th business day after the date the originally filed questionnaire becom	
3 Name of local government officer with whom filer has employment or business relationshi	p.
Name of Officer	
This section (item 3 including subparts A, B, C & D) must be completed for each office employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the filer of the questionnaire?	ncome, other than investment
Yes No	
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than inved direction of the local government officer named in this section AND the taxable income is governmental entity?	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity w government officer serves as an officer or director, or holds an ownership of 10 percent or m	
Yes No	
D. Describe each employment or business relationship with the local government officer nat	ned in this section.
4	
Signature of person doing business with the governmental entity	Date

CITY OF MISSION SPECIFICATIONS/PLANS

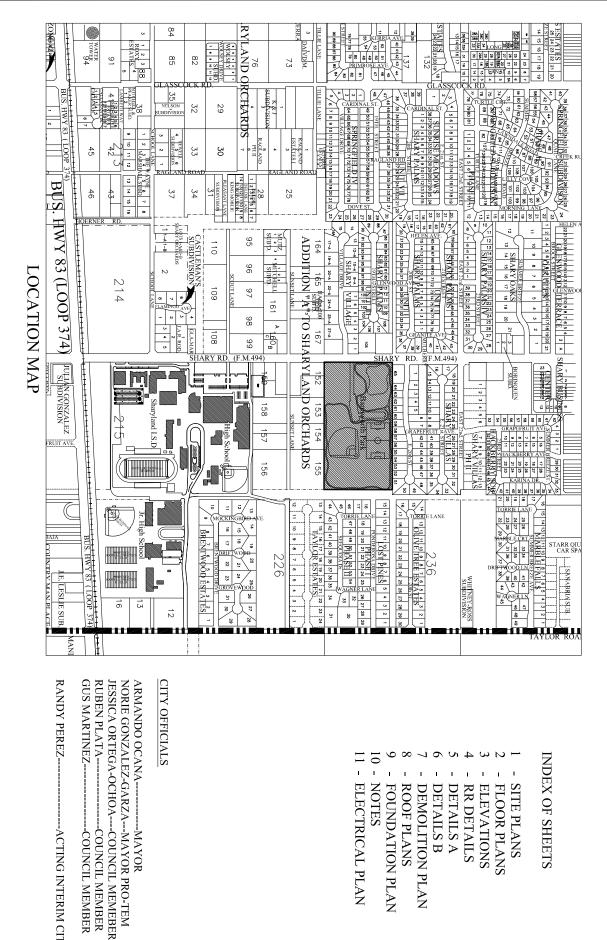
BID NAME/NO.:

Expansion of the Bannworth Gym / 19-138-02-13



GYM EXPANSION PROJECT BANNWORTH PARK CITY OF MISSION

(1822 N. SHARY RD., MISSION TEXAS 78572)



INDEX OF SHEETS

- SITE PLANS
- FLOOR PLANS
- **ELEVATIONS**
- **RR DETAILS**

- DETAILS A
- 6 DETAILS B

- **DEMOLITION PLAN**

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ROOF PLANS

FOUNDATION PLAN

0 - NOTES

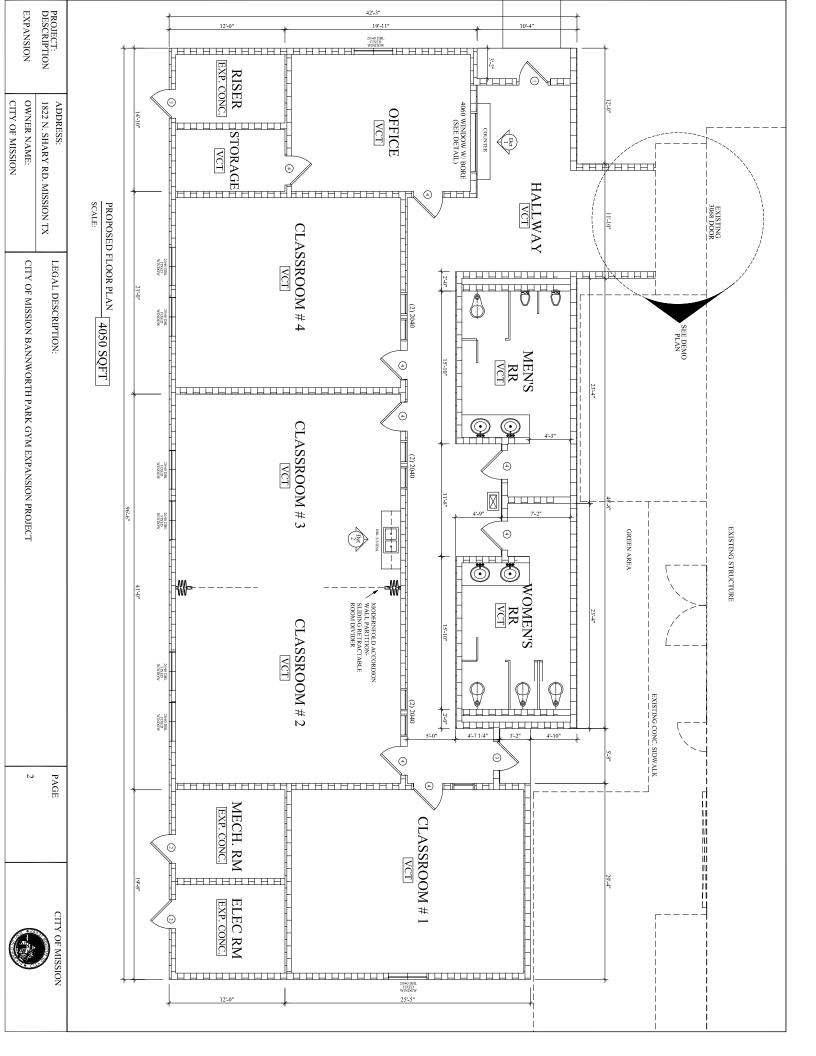
ELECTRICAL PLAN

-----COUNCIL MEMBER

---COUNCIL MEMBER

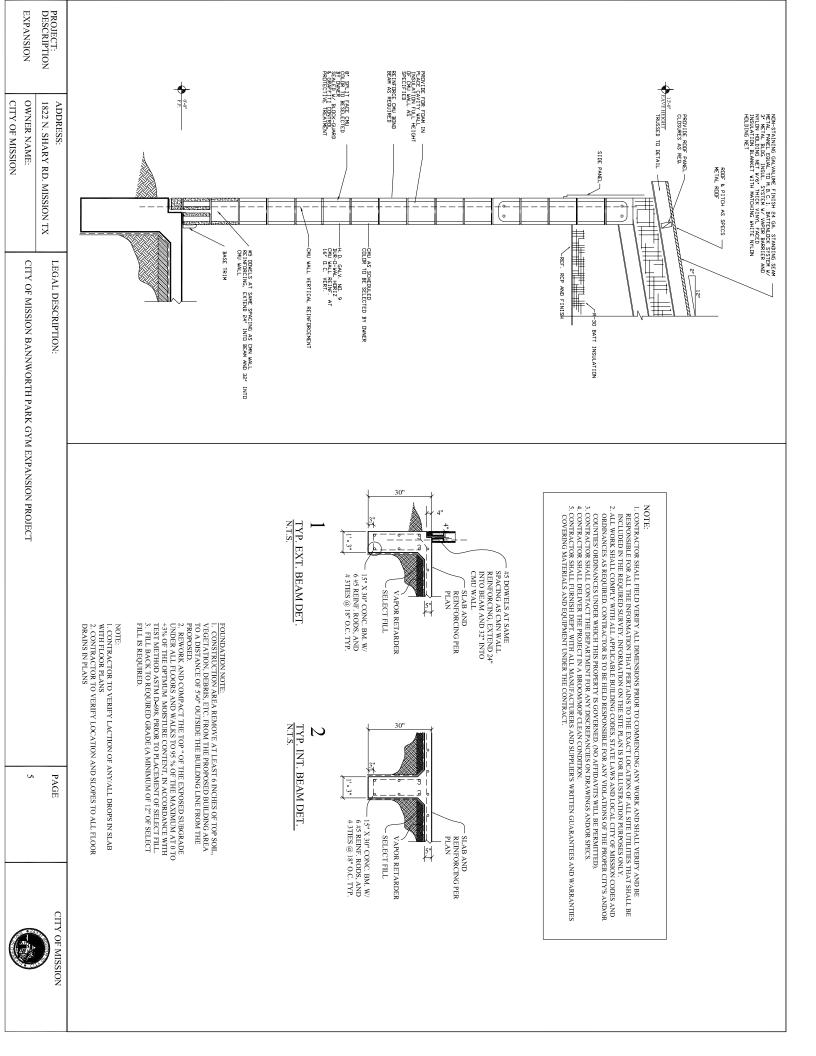
---ACTING INTERIM CITY MANAGER

|--|

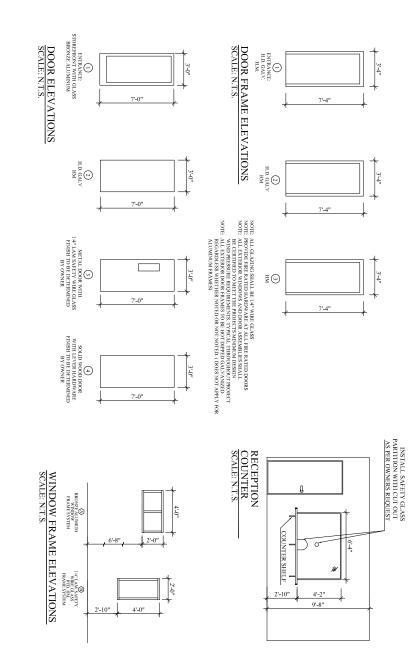


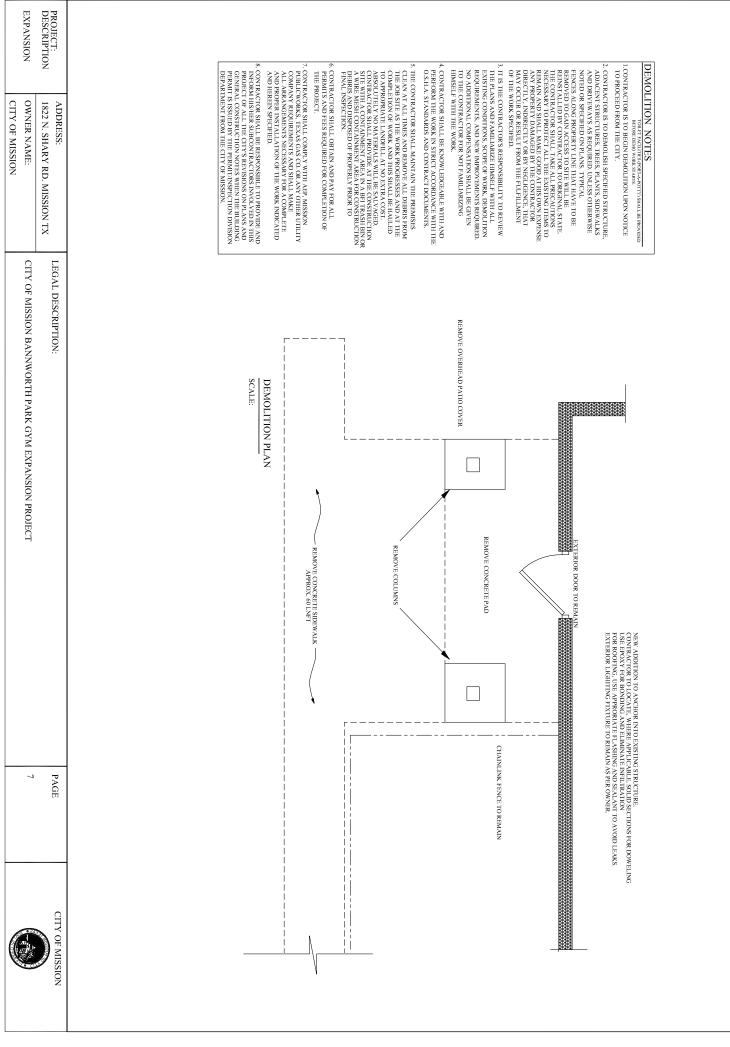
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PROJECT: DESCRIPTION				
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	NOR	EAST	SOUT	
LEGAL DESCRIPTION:	NORTH ELEV. SCALE:NTS	EAST ELEV.	SOUTH ELEV.	
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PAGE			8" SPLIT FACE CMU COLOR AS SELECTED BY OWNER SEALED WITH "BLOCK-GUARD& GRAFFIT CONTROL" PROTECTIVE TRRATIMENT	NOR-STAINING GALVALUME FINISH 24 GA. STANDING SYATMMETAL PACELS FOUAL TO BATTENIOR SYSTEM WY PARTAL BLDG. INSUL SYSTEM WY VAPOR BARKEIRA RAD. NYLON HOLDING REF AND ° BATT INSULATION IN REINFORCED VINYL NETTING PRE-FINISHED METAL "SHADOW BIB" WALL FANELS WITH TRING & ACCESSORIES REQD FOR PROPER INSTALLATION OR APPROVED
			JL.	24 GA. UAL TO LUAL TO LUAL TO NAU INSULATION INSULATION INSULATION INSULATION INSULATION INSULATION INSULATION INSULATION INSULATION
CITY OF				

RESTROOM ENLARGEMENT PLAN
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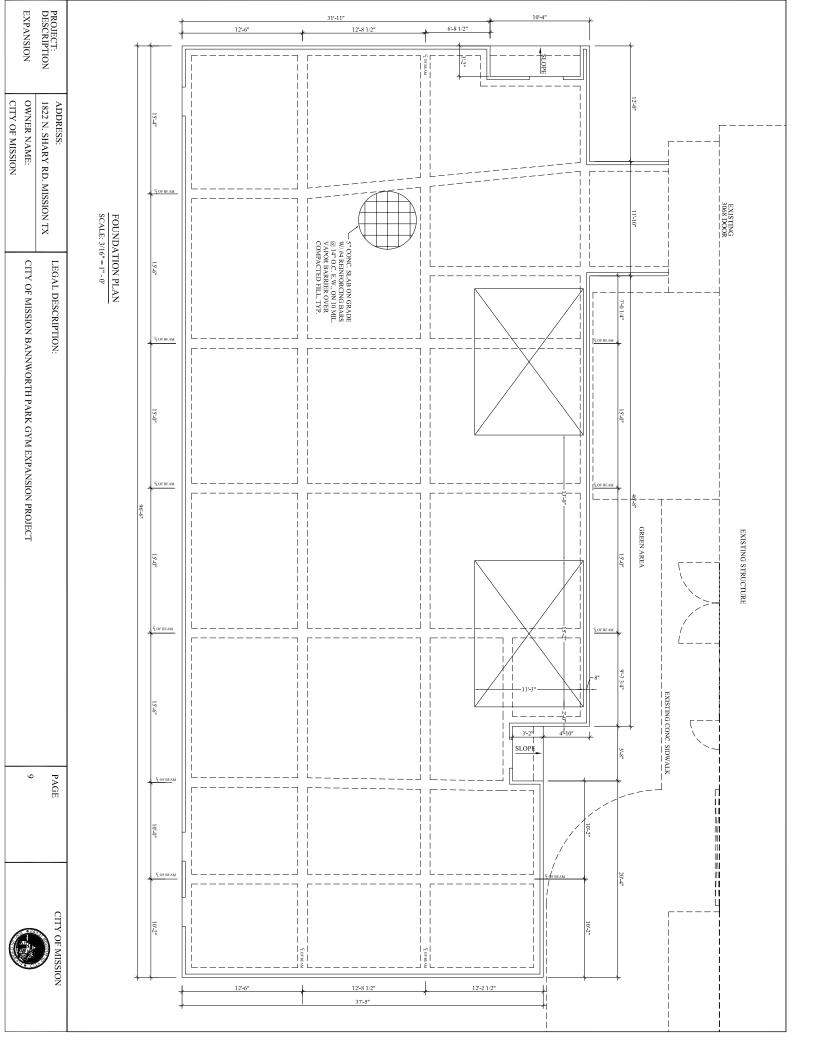


			CITY OF MISSION	
	6	CITY OF MISSION BANNWORTH PARK GYM EXPANSION PROJECT	OWNER NAME:	EXPANSION
			1822 N. SHARY RD. MISSION TX	DESCRIPTION
CITY OF MISSION	PAGE	LEGAL DESCRIPTION:	ADDRESS:	PROJECT:





CITY OF MISSION	PAGE 8	CITY OF MISSION BANNWORTH PARK GYM EXPANSION PROJECT	PROJECT: DESCRIPTION ADDRESS: 1822 N. SHARY RD. MISSION TX EXPANSION OWNER NAME: CITY OF MISSION
			ROOF PLAN SCALE: 3/16" = 1" - 0
RIB SPACING TO MANUFACTURE STANDARD PANEL COVERAGE IS INCHES	RIB SPACE	NON-STAINING GALVALUME FINISH 24 GA. STANDING SEAM METAL	
STANDING SEAM PANEL ROOFING CONTRACTOR SHALL PROVIDE A MINIMUM OF 5 ROOF SAMPLES TYPICAL PITCH = 2° ON 12° OVERHANG = TYPICAL UNLESS OTHERWISE NOTED. GALVALUME STEEL 24 GUAGE	STANDING CONTRACI TYPICAL PI OVERHANG		



TO HIS OWN SATISFACTIONS THE LOCATION, ELEVATION AND AVAILABILITY OF ALL UTILITIES AND SERVICES REQUIRED, AND SHALL ADEQUATELY INFORM HIMSELF AS TO THEIR RELATION TO SUBJECT IN ACCORDANCE WITH THE MANUFACTURERS INSTRUCTIONS AND APPLICABLE CODES. CONTRACTOR IS TO CONTRACTOR SHALL WARRANTY HIS WORK AGAINST DEFECTIVE MATERIALS AND WORKSMANSHIP. THE CONTRACTOR SHALL VERIFY MECHANICAL CONTRACTOR IS TO FURNISH SUCH DOCUMENTS WITH THE PERMIT APPLICATION PRIOR TO ANY WORK. ALL ITEMS OF EXISTING UTILITIES OWNER'S REPRESENTATIVES AND UTILITIES, AND CHECK FOR CONDUCT ALL NECESSAY TESTS, INSPECTIONS, COORDINATE WITH THE WORK. THE CONTRACTOR SHALL ALSO VERIFY LOCATIONS, FOLLOW START-UP INSTRUCTIONS FROM MATERIAL VENDORS. THE LABOR, MATERIAL OR EQUIPMENT NOT IN DETAIL, SHALL BE MECHANICAL GENERAL REQUIREMENTS: HVAC SHALL COMPLY WITH COMCHECKS AND MANUAL J REPORTS

> THAT EACH DETECTOR IS LISTED FOR COMPLETE RANGE OF AIR VELOCITY, TEMPERATURE, AND HUMIDITY ALRM SYSTEMS" CHAPTER IN NFPA 72. 2. INCLUDE PERFORMANCE PARAMETERS AND SECTIONS, DETAILS, AND ATTACHMENTS TO OTHER WORK. 1. TO COMPLY WITH RECOMMENDATIONS IN THE SENSITIVITY CONTROL SMOKE DETECTORS AND SIGNAL TRANSIMISSION DEDICATED TO THE FIRE ALARM SERVICE. POSSIBLE WHEN AIR-HANDLING SYSTEM IS OPERATING. INSTALLATION DETAILS FOR EACH DETECTOR, VERIFYING "DOCUMENT" SECTION OF THE "FUNDAMENTALS OF FIRE CONTRACTOR IS TO SUPPLY PLANS, ELEVATIONS DIGITAL ADDRESSABLEL FIRE ALARM SYSTEM: NONCODED ADDRESSABLE SYSTEM, WITH AUTOMATIC

MECHANICAL

1. DUCTS EXPOSED IN MECHANICAL ROOMS SHALL BE SHEETMETAL INTERNALLY LINED DUCTS. ALL OTHER DUCTS SHALL BE SHEETMETAL WITH EXTERNAL WRAP INSULATION UNLESS

OTHERWISE SPECIFIED.

2. MECHANICAL CONTRACTOR SHALL COORDINATE WITH AL OTHER TRADES TO MAINTAIN ACCESS CLEARANCES FOR ALL

3. INSTALL VANDAL PROOF METAL ENCLOSURE FOR THERMOSTAT. PROVIDE WITH LOCK AND KEY. MECHANICAL EQUIPMENT

4. PROVIDE AND INSTALL REFRIGERANT LINES PER

MANUFACTURER RECOMMENDATIONS. PROVIDE INSULATION ON BOTH SUPPLY/RETURN LINES. REFRIGERANT LINES LOCATED ON EXTERIOR SHALL BE PROVIDED WITH ALUMINUM JACKET. ROUTE

REFRIGERATNT LINES TO ASSOCIATED AIR HANDLING UNITS.

FIRE PROTECTION SYSTEM: ALL AREAS ARE TO BE PROTECTED BY AN AUTOMATIC

SUPPRESSION SYSTEM (WET PIPE). CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGNING THE HYDRAULIC CALCULATION; AND SHALL PROVIDE THE NECESSARY ENGINEERING DRAWINGS AND CALCULATIONS JURISDICTION. TO OBTAIN ACCEPTANCE OF ALL AUTHORITIES HAVING DISTRIBUTION SYSTEMS AND SIZING OF THE SYSTEMS BY

NOTE:

1. CONTRACTOR SHALL FIELD VEREY ALL DIMENSIONS PROR TO COMMENCIAG AVY WORK AND SHALL VEREY AND BE RESPONSIBLE FOR ALL THE NORMATION THAT PERTANS TO THE EXACT LOCATION OF ALL STE UTILIES THAT SHALL BE INCLUDED IN THE REQUIRED SURVEY, INFORMATION ON THE SITE PLAN SHOL LOCATION PERPOSIS ONLY. 2. ALL WORK SHALL COMPLY WITH ALL APPLICABLE BUILDING CODES STATE LAWS AND LOCAL CITY OF MISSION CODES AND ORDINANCES AN REQUIRED CONTRACTOR IS TO BE HELD RESPONSIBLE FOR ANY VIOLATIONS OF THE PROPER CITY AND DR ORDINANCES AND ADDRESS ONLY.

COUNTIES 'ORDINANCES UNDER WHICH THIS PROPERTY IS GOVERNED. (NO AFFIDAVITS WILL BE PERMITTED). 3. CONTRACTOR SHALL CONTACT ENGINEERING DEPARTMENT FOR ANY DISCREPANCIES ON DRAWINGS AND/OR SPECS.

4. COVPRACTOR SHALL DELIVER THE HOUSE IN A BROMMADP CLEAN CONDITION (EXTIRE HOUSE, INCLUDING ALL THE MILLWORK) TYPECAL. 5. CONTRACTOR SHALL FURNISH ENGINEERING DEPT. WITH ALL MANUFACTURERS AND SUPPLIERS WRITTEN GUARANTEES AND WARRANTIES COVERING MATERIALS AND EQUIPMENT UNDER THE CONTRACT.



