

SPECIAL CONDITIONS

These Special Conditions shall be subject to the requirements of the Uniform General Conditions as well as the Supplemental General Conditions. These Special Conditions shall be used in conjunction therein as a part of the Contract Documents.

I. The term "Architect/Engineer" shall mean:

Facilities Management and Construction
2700 Bay Area Blvd.
Houston, Texas 77058-1098

II. Project shall be:

Project No. 759-FMC-1204
FY12 AIR HANDLER REPLACEMENT, BAYOU BUILDING,
UNIVERSITY OF HOUSTON – CLEAR LAKE.

III. Project Manager shall be the Owner's representative on the job.

IV. Contractor shall visit the project site, verify all the existing conditions to be renovated and become familiar with conditions affecting the work before submitting price proposal.

V. The Contractor shall be furnished free of charge 3 complete sets of Drawings and Specifications.

VI. The Contractor must hold the job open and maintain his prices for the duration noted on the bid form.

VII. The Project involves the following Scope of Work:

Demolition and removal of existing air handler 20, 26 and 32. Installation of new air handlers 20 and 23 as furnished by the University. Chill water supply and return connections, ductwork connections, electrical connections, control connections. Furnishing and installation of zone control units and new ductwork connections at 22 MR. Fire alarm work under separate contract by owner, coordinated by Contractor. .

VIII. The Contractor shall adhere to and comply fully with all regulations governing safety and health on the job, both local and national, including OSHA.

IX. The Contractor shall repair any damage caused directly or indirectly by the actions of the Contractor, his employees, or any subcontractors affiliated with the performance of this work.

- X. Each bidder shall deliver to the University in accordance with the specifications.

A. Bid Form

Proposals are to be on the form designated "Bid Proposal Form" contained herein.

B. Bid Security

By filing a proposal, the Bidder warrants that if his proposal is accepted, he will enter into contract with the University in the form set forth in these General Conditions.

C. Submittal of Bids

EACH BID MUST BE SUBMITTED IN TRIPLICATE IN A SEALED ENVELOPE BEARING ON THE OUTSIDE THE NAME OF THE BIDDER, HIS ADDRESS, THE NAME OF THE PROJECT, FOR WHICH THE BID IS SUBMITTED. THE completed bid proposal form must accompany your bid.

Conditional bids will not be accepted.

Proposals are to be addressed to:

**Mr. Dan Wilson
Director of Planning, Design and
Contract Administration
University of Houston at Clear Lake
Central Services Bldg.
2700 Bay Area Blvd
Houston, Texas 77058**

and clearly marked on the outside of the envelope:

**Bid for FY12 AIR HANDLER REPLACEMENT,
BAYOU BUILDING, UNIVERSITY OF HOUSTON –
CLEAR LAKE.**

Bids that are sent via courier, Federal Express, UPS, etc. should be delivered directly to the Central Services Building, Attn: Dan Wilson. Any bids not delivered directly to the Central Services Building may not arrive in time for the bid and will not be considered.

D. Telegraphic Modification

Any bidder may modify his bid by telegraphic

communication at any time, prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Owner prior to the sealed bid being opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.

E. Withdrawal of Bid

Any bid may be withdrawn prior to the scheduled time for the opening of bids, or the authorized postponement thereof. Any bid received after the time and date specified will not be considered. No proposal may be withdrawn for a period of sixty (60) days following designated date for receipt of proposals.

XV. BIDDING DOCUMENTS

A. Interpretation of Specifications and Addenda

Should any ambiguity or conflict in the specifications become apparent to any bidder, he shall forthwith apply to Facilities Management and Construction in writing. No oral statements, explanations, or commitments by whomsoever made shall have any effect, except as same are confirmed in writing by Facilities Management and Construction.

B. Substitutions

Substitutions of the material options specified are to be submitted at least two weeks prior to the commencement of that portion of the work. Before submitting a substitution, the Contractor should be aware that there must be a compelling reason for acceptance: either equal performance at a lower cost to be credited to the owner, or better performance at the same or lesser cost to be credited to the owner.

Samples will be retained by the University until completion of installation or at an earlier date at the option of the University.

C. Owner shall mean University of Houston System, Houston, Texas 77004-1851, the terms "University", "University of Houston", "Regents", "Office of the Director," shall have the same meaning as "Owner".

The Department of Facilities Management and Construction is the official representative of the University of Houston - Clear Lake in all matters relating to these documents.

XVI. AWARD OF CONTRACT

A. Form of Contract

The University will use a uniform contract, a copy of which is in the spec book.

An AUTHORIZED OFFICIAL must sign each awarded contract on behalf of a corporation or firm.

B. Qualification of Bidder

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. The selection criteria as described in Paragraphs 23-27 of the "Notice to Proposers" may be weighted other than shown depending on the actual time requirements of the project.

Failure to respond to all the requirements of the Bid Forms may result in the bidder's submittal being disqualified.

C. Liquidated Damages for failure to enter into contracts the successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit to the Owner as liquidated damages for such failure or refusal, the security deposited with his bid.

D. Notice to Proceed

Written "Notice to Proceed" will be issued, stating the date on which the Contractor shall man the job. The work is to be completed within the number of calendar days stated in the "Notice to

Proceed" except as provided for by written extension of time from the University.

Termination of contract disputes as may arise under conditions as stated in paragraph 4.4.3 of the General Conditions shall be litigated in Harris County, Texas.

- XVII. The Contractor is required to submit for review a copy of all insurance policies pertaining to the contract in addition to his certificate of insurance prior to starting the work.
- XVIII. Administration of change orders shall be under the same conditions, procedures and policies as the administration of the general contract unless other-wise agreed to in writing by both parties.
- XIX. Per paragraph 6.2 of the General Conditions, should portions of the work accounted and compensated for under unit pricing be less or greater than the anticipated amount by 50% or more; then, at the option of the owner, the unit price may be adjusted as agreed to by both parties to adjust for this discrepancy.
- XX. Per paragraph 6.3 of the General Conditions should the owner and Contractor be unable to agree on a claim submitted for additional work, then this claim will be litigated as stipulated in section XII.

XXI. PAYMENT

A. Invoicing Procedures

Invoice must be properly identified as to Contract Number, Project Name, Cost Center and addressed as follows:

Mr. Dan Wilson, Director
Planning, Design and Contract Administration
Facilities Management and Construction
2700 Bay Area Blvd
Houston, Texas 77058

Payment for accepted items will be made within thirty (30) days of presentation of proper invoices.

B. Interim Payment

Payment may be made to the Contractor upon receipt of proper billings in the amount of 90% of the work performed, and/or materials in place or suitably stored and protected at other locations as agreed to by the Owner and Contractor.

XXII. GUARANTEE

Notwithstanding acceptance and payment by the University of Houston - Clear Lake, such defects of material or workmanship which appear during a two-year period from the date of acceptance, the defective items shall be repaired or replaced to the satisfaction of the University and without charge.

This guarantee does not alter or negate any warranties which may exist by the product manufacturer, contractor, or subcontractors.

XXIV. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE WORK ON TIME

The time set forth in the Contract for the completion of work is an essential element of the Contract. A breach of contract as to completion time will cause damage to the Owner, but such damages cannot be measured and the ascertainment will be difficult. Therefore, for each and every calendar day the work, or any portion thereof, shall remain uncompleted after the expiration of the time limit set in the Contract, or as extended by the Owner, the amount per calendar day given in the following schedule, unless otherwise specified in the Supplementary Conditions, will be deducted from the money due or to become due to the Contractor, not as a penalty, but as liquidated damages and added expense including administrative and inspection costs:

<u>Contract Amount From More Than</u>	<u>Contract Amount To and Including</u>	<u>per calendar Day</u>
\$ 0	\$ 25,000.00	\$ 42.00
\$ 25,000.00	\$ 50,000.00	\$ 70.00
\$ 50,000.00	\$ 100,000.00	\$ 105.00
\$ 100,000.00	\$ 500,000.00	\$ 140.00

XXV. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds.

Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract awards."

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act")."

- Supplies, materials, equipment, or services produced in TX/offered by TX bidders
- Agricultural products produced or grown in TX
- Agricultural products and services offered by TX bidders
- USA produced supplies, materials, or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy efficient products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas"

XXVI. REVISED INSURANCE REQUIREMENTS

6.1 Required Coverage. For the duration of the agreement, for all renewal terms, and for purposes of indemnification obligations that are specified to survive termination or expiration of the agreement, Proposer shall obtain, at its sole expense and at no cost to the University, the following coverage and shall maintain such coverage in full force and effect:

- A. Workers' Compensation.** Workers' Compensation covering all individuals who provide Services pursuant to the agreement at the request of the Proposer,

at the statutory limits in effect as of the Effective Date of the Contract and as modified from time to time by the regulatory body or insurance carrier charged with administering Workers' Compensation for the State of Texas;

- B. **Commercial General Liability.** Commercial General Liability, including operations, Contractual liability, and products liability in the combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate;
- C. **Automobile Liability.** Comprehensive Automobile Liability Insurance in the combined single limit of not less than one million dollars (\$1,000,000); and
- D. **Employer's Legal Liability.** Employer's Legal Liability in amounts of not less than five hundred thousand dollars (\$500,000) per accident, five hundred thousand dollars (\$500,000) for disease (policy limit), and \$500,000 for disease (per person).

6.2 Effect of Indemnification Obligations. No provision, term, or condition in the Contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the Proposer in accordance with requirements set forth in the Contract.

6.3 Additional Named Insured, Subrogation. With the exception of the Workers' Compensation policy, the University of Houston System shall be an additional-named insured on all policies, and subrogation against the University must be waived.

6.4 Certificates of Coverage. At least thirty (30) days prior to the Effective Date of the Contract and at least thirty (30) days prior to the commencement of any renewal Term of the Contract, the Proposer shall furnish the University of Houston at Clear Lake with certificates of insurance in a form acceptable to the University's Risk Manager, certifying that the Proposer carries the required insurance policies and coverage. The certificates shall be sent to the following people.

Dan Wilson
Director of Planning, Design and Contract Administration
University of Houston at Clear Lake
2700 Bay Area Blvd, Box 322
Houston, Texas 77058

Harry C. Stenvall, P.E.
Director of Risk Management
University of Houston at Clear Lake
2700 Bay Area Blvd, Box 362
Houston, Texas 77058

6.5 Notification of Cancellation. Each insurance policy shall contain a covenant by the insurance company issuing the policy that the policy will not be modified or canceled unless thirty (30)-days' prior written notice of modification or cancellation is given to the University's Risk Manager. In the event the Proposer receives notice of modification or cancellation of any of the policies required under the Contract, then, prior to the effective date of modification or cancellation of the policy, the Proposer shall obtain a policy of insurance affording the required coverage from an insurance carrier acceptable to the University's Risk Manager. If the Proposer fails to obtain such an insurance policy, the University may immediately terminate the Contract without further notice to the Proposer.

END OF SECTION