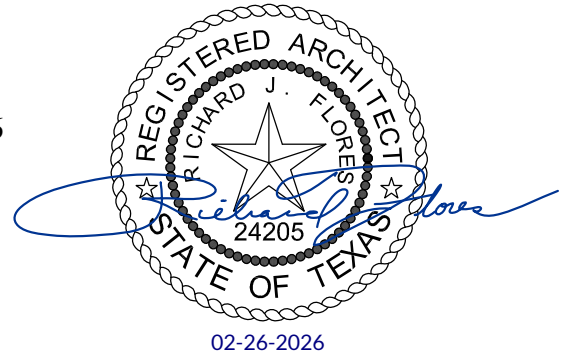




**ADDENDUM NO. 2
FEBRUARY 26, 2026**

**PROJECT: COLEMAN ISD
HIGH SCHOOL HVAC REPLACEMENT**

BID DATE: MARCH 3, 2026



The following changes and/or additions shall be made to the Plans, Specifications, and Contract Documents for the above referenced project. Bidder shall acknowledge receipt of this Addendum on the Construction Costs Form.

SPECIFICATIONS

- Item #S1** Remove and replace 00 42 00 PROPOSAL FORM with the attached revised sheet to clarify the intent of the liquidated damages discussed in the Questions section below.
- Item #S2** Remove and replace 00 73 00 SUPPLEMENTARY GENERAL CONDITIONS with the attached revised sheet to clarify the intent of the liquidated damages discussed in the Questions section below.
- Item #S3** 23 09 23 Building Control System (BCS), Section 1.3 CONTRACTOR QUALIFICATIONS: Black Watch Systems LLC from Snyder, TX is added by this addendum to the list of contractors prior approved to provide an integrated BCS for this project.

DRAWINGS

- Item #D1** Remove and replace A4.0 OVERALL ROOF PLAN with the attached revised sheet to clarify General Notes and scope at Penthouse #2.
- Item #D2** Remove and replace A4.1 ROOF ENLARGED PLANS AND DETAILS with the attached revised sheet to clarify General Notes and scope at Penthouse #2.

QUESTIONS

- Item #Q1** Liquidated Damages: Have not seen a combo of LD's before. Please explain the two LD's noted that can be assessed. Also- How will retainage be released, in lieu of the 3 phases?
- Response: There are two Liquidated Damages listed in 00 73 00 Supplementary General Conditions, 8.3 DELAYS AND EXTENSIONS OF TIME. These amounts are also reflected on the Proposal Form. The first Liquidated Damage amount is intended to apply



only to delays beyond the date of Substantial Completion that have not been prior approved in writing. Substantial Completion Date(s) will be established between the Owner and Contractor during the execution of the contract and may be amended by Change Order. The second Liquidated Damage amount is intended to apply only to delays beyond the negotiated date of Final Completion. There will be only one Final Completion date which will occur after the Substantial Completion of the last phase of the project.

Retainage will be withheld in every Pay Application as usual at the percentage listed in 00 73 00 Supplementary General Conditions. If the project remains phased, then the retainage for a completed phase would be released upon Substantial Completion of that phase, completion of all punchlist items related to that phase, and the receipt of partial release of liens and O&M manuals. Retainage will still be withheld for equipment or materials ordered for a future phase that has not been completed and closed out.

Item #Q2

Regarding the 00 42 00 Proposal Form, how do the prime contractors include their costs for General Conditions and Allowances in each phase of the Base Bid?

Response: The prime contractors shall include all Allowances in Phase 1 of the Base Bid. The General Conditions are affected by contract duration and, therefore, should be split up into each phase of the Base Bid. Upon award, the selected prime contractor shall produce a Schedule of Values that is organized into the negotiated quantity of phases.

END OF ADDENDUM

PROPOSAL FORM

Coleman ISD

High School HVAC Replacement

Name of Proposer:

The Undersigned, in compliance with Advertisement of Proposals, has received and examined Contract Documents and conditions regarding this project and, having examined site of this project, propose to:

1. Hold proposal valid for at least 30 days after submission date.
2. Enter into and execute a contract, if awarded on the basis of this proposal and to furnish required bonds and insurance coverage.
3. Accomplish Work in accordance with Contract Documents.
4. Complete Work by the time stipulated in Proposal and under conditions described in Contract documents.
5. Accept all the provisions, terms and conditions of this proposal.

ACKNOWLEDGEMENT OF ADDENDA:

- Proposer acknowledges receipt of Addenda Nos. _____ through _____ and that the Proposals contained herein are offered in after review and consideration of same.
- To the best of the Proposer's knowledge, no Addenda have been issued.

COST OF THE WORK

1. BASE BID

Phase 1 - East Academic Wing

Numerical Dollars _____

Written in Words _____

Phase 2 - West Academic Wing and Offices

Numerical Dollars _____

Written in Words _____

Phase 3 - Auditorium, Gymnasium, and other remaining areas

Numerical Dollars _____

Written in Words _____

BASE BID TOTAL

Numerical Dollars _____

Written in Words _____

2. ALTERNATE NO. ONE - Lobby 002 / Commons 087 Ceiling Replacement

Numerical Dollars _____

Written in Words _____

3. ALTERNATE NO. TWO - Corridor 109 / Corridor 121 Ceiling Replacement

Numerical Dollars _____

Written in Words _____

DEVIATION TO CONSTRUCTION DOCUMENTS: Contractor shall list proposed deviations to the construction documents.

CONSTRUCTION DURATION : The undersigned agrees to be Substantially Complete with all Work in _____ consecutive calendar days from Notice to Proceed.

LIQUIDATED DAMAGES: It is expressly agreed as a part of the consideration inducing the Owner to execute an Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$1,000.00 per day for each and every additional calendar day beyond the agreed date(s) of Substantial Completion. It is also agreed that the Owner may deduct a sum equal to \$750.00 per calendar day from any Payment made to Contractor before or at Final payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

By signing this Execution of Offer, I do hereby declare that I have read the Request for Competitive Sealed Proposal, on which our Proposal is submitted and have made an investigation such that Proposer is fully informed of the conditions, facilities, difficulties, restrictions and requirements which Proposer will, or may encounter in the completion of the Project, and with full knowledge of the requirements, and does hereby agree to execute a contract for above work, for stated compensation. Undersigned further agrees, if awarded contract, to execute and deliver to Architect within 10 days after contract signing, a Performance Bond (if accepted by owner) and Labor and Material Payment Bond equal to 100% of contract sum in accordance with Proposal.

PROPOSED PROJECT TEAM

Project Manager: _____

Project Superintendent: _____

Proposed Major Subcontractors:

Mechanical: _____

Plumbing: _____

Electrical: _____

Name of Contracting Firm: _____

Address: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

SEAL – If bid is by a corporation.

SECTION 00 73 00 - SUPPLEMENTARY GENERAL CONDITIONS

1. GENERAL PROVISIONS

A. AIA Document A201, 2017 Edition is included in its entirety. The following supplements modify, change, delete from or add to the "General conditions of the Contract for Construction". Where an article, paragraph, subparagraph or clause thereof to Bidders is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

B. Supplementary General Conditions supplement and modify the General Conditions and take precedence. The General conditions, Supplementary conditions, and General Requirements are hereby made a part of each division of these Specifications and any Addenda as though repeated therein.

1.1 BASIC DEFINITIONS

1.1.3 THE WORK

(Add to paragraph); CONTRACTOR will provide all necessary labor and materials for the full intended use of materials and systems indicated on the Contract Documents unless it is specifically noted that such labor and/or materials will be provided by others

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.1 (Add); During the course of Work, should any conflict be found in or between the Contract Documents, the CONTRACTOR shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless CONTRACTOR shall have obtained an interpretation in writing from the ARCHITECT as to what shall govern before the submission of CONTRACTOR's proposal. The ARCHITECT, in case of such conflict, may interpret or construe the documents so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of OWNER, and the ARCHITECT's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligations under the Contract Document.

2.2 INFORMATION AND SERVICES REQUIRED BY THE OWNER (ADD PARAGRAPH)

2.2.5 (Revise paragraph); Unless otherwise provided in the Contract Documents, the OWNER shall furnish to the CONTRACTOR one printed copy and an electronic copy of the Contract Documents for purposes of making reproductions at the CONTRACTOR's expense pursuant to Section 1.5.2.

2.5 EXAMINATION OF RECORDS (ADD ARTICLE)

2.5.1 Whenever the OWNER enters into any type of contractual arrangement, the CONTRACTOR's sub-contractor' and sub-subcontractor' "records" shall, upon reasonable notice, be open for inspection and subject to OWNER initiated audit and/or reproduction during normal business hours. Such audits will be performed by an OWNER's representative. The OWNER or designee may conduct such audits or inspections throughout the term of this contract and for a period of one (1) year after final payment or longer if required by law. OWNER's representatives, upon reasonable notice, may conduct on-site verifications and/or interviews with employees to verify information deemed necessary to conduct OWNER initiated audit.

2.5.2 CONTRACTOR's "records" shall include any and all information, materials and date of every kind and character, any and all other agreement, sources of information and matters that may in the OWNER's judgement have any bearing on or pertaining to any matters, rights, duties or obligations under or covered by the Contract Documents. Such records shall include, but not limited to, written policies and procedures; any and all payroll information; sub-contract files; original estimates; correspondence; change order files and information; back-charge information and supporting documentation; general ledger and any other CONTRACTOR records which may have a bearing on matters of interest to the OWNER and to the extent necessary to adequately permit evaluation and verification of any or all of the following:

- 2.1 Compliance with Contract requirement for deliverables.
- 2.2 Compliance with approved Plans and Specifications.
- 2.3 Compliance with OWNER's business ethics expectations.
- 2.4 Compliance with Contract provisions regarding the pricing of change orders.
- 2.5 Accuracy of CONTRACTOR representation regarding the pricing of pay applications.
- 2.6 Accuracy of CONTRACTOR representations related to claims submitted by the CONTRACTOR or any of his payees.

2.5.3 RIGHT TO VERIFY CHANGE ORDER PRICING INFORMATION

The OWNER or designee has the right to examine the records of the CONTRACTOR, sub-contractor and sub-subcontractor during the contract period to verify the accuracy and appropriateness of the pricing data used to determine the final cost of all change order proposals. It is agreed upon that if the OWNER determines the cost pricing data was inaccurate in any way, or not in compliance with the terms of the Contract regarding pricing of change orders, an appropriate adjustment will be made, whether it be in the interest of the OWNER or CONTRACTOR. Such post-approval contract price adjustments will apply to all levels of CONTRACTOR's and/or sub-contractors and to all types of change order proposals.

2.5.4 CONTRACTOR shall require all payees to comply with the provisions of this article by including the requirement hereof in a written contract agreement between CONTRACTOR and payee. The CONTRACTOR, sub-contractor and sub-subcontractors will cooperate fully to provide flow-down right of audit provisions in all contracts with payees and to furnish or make available to the OWNER, as reasonably requested, any and all information, materials and data.

2.5.5 OWNER's authorized representative or designee shall have reasonable access to the CONTRACTOR's facilities, shall be allowed to interview all current employees to discuss matters pertinent to the performance of this contract.

ARTICLE 3 CONTRACTOR

3.1 GENERAL

3.1.4 (Add paragraph); In the course of executing the Work, the CONTRACTOR shall send written reminders to the OWNER and ARCHITECT of any potential delays that may be caused by information and/or services needed from the OWNER or ARCHITECT necessary for timely completion.

3.4 LABOR AND MATERIALS

3.4.4 (Add paragraph); The CONTRACTOR, including his sub-contractor, sub-subcontractor, suppliers, agents and employees, shall not provide nor install any toxic and/or hazardous materials, including, but not limited to products or materials containing asbestos, asbestos containing materials, polychlorinated biphenyl (PCB). Such provisions or installation of any toxic or hazardous materials in compliance with the current guidelines established by the Environmental Protection Agency or other appropriate agency/authority for removal of such materials.

3.5 WARRANTY

3.5.1 (Add paragraphs);

A. The General CONTRACTOR shall, in case of work performed and guaranteed by his sub-contractors, secure warranties from sub-contractors and deliver copies to the ARCHITECT upon completion of the work.

B. The General CONTRACTOR shall warrant all work performed by him directly and where guarantees are required in these Specifications, he guarantees the Work of his various sub-contractors for periods specified.

C. The General CONTRACTOR shall warrant that all material and workmanship is of the quality and quantity and character specified and/or shown. Any defect due to the use of any improper workmanship or material, discovered and made known to him within **ONE** (1) year after the final acceptance of the Project or for longer periods as noted in certain sections of the Specifications, shall be repaired, replaced, corrected and/or otherwise made good by him without additional expense to the OWNER.

3.6 TAXES

3.6 (Revise paragraph); The CONTRACTOR will not include in the Contract Price or in any Modification any amount for sales, use, or similar taxes for which (1) the OWNER is exempt according to records of the Texas Comptroller of Public Accounts, and (2) the OWNER has provided the CONTRACTOR with a tax exemption certificate or other documentation necessary to establish the OWNER's exemption from such taxes.

3.7 PERMITS, FEES AND NOTICES

3.7.1 (Add)

A. The CONTRACTOR and sub-contractor shall pay all lawful fees.

B. The CONTRACTOR and sub-contractor shall secure all certifications of inspection and occupancy that may be required by authorities having jurisdiction over the Work, including the Board of Fire Underwriters' Certificates. He shall deliver same to the ARCHITECT upon completion.

3.7.2 (Add to paragraph)

The project is within the city limits and the CONTRACTOR shall comply with all requirements of such and abide by such city building codes (International Building Codes), and Texas Department of State Health Services (where applicable).

3.7.3 (Add to paragraph)

Any materials or operation specified by reference to published specifications of a manufacturer, a society, an association, a code or other published standard, shall comply with the requirements of the listed document a project specification. In the event of a conflict between such reference and the contract documents, the CONTRACTOR will comply with the stricter or higher quality required.

3.9 SUPERINTENDENT

3.9.1 (Add))

A full-time superintendent will be required at the project site at least 90% of the time during working hours. Changes or substitutions of General Construction or Principle sub-contractor superintendent are not permitted without prior written approval from the ARCHITECT or OWNER.

3.13 USE OF SITE

3.13.1 (Add) CONTRACTOR shall assume full responsibility for protection and safekeeping of products under this contract, stored on site.

3.19 BUSINESS ETHICS EXPECTATIONS (ADD ARTICLE)

3.19.1 During the course of pursuing contracts with the OWNER and while performing contract work in accordance with this agreement, the CONTRACTOR agrees to maintain business ethic standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the dealings with the OWNER.

3.19.2 The CONTRACTOR shall take reasonable actions to prevent any actions or conditions which could result in a conflict with the OWNER's best interest. Upon request by the OWNER, the CONTRACTOR agrees to provide a "Management Representation Letter" in a form mutually agreeable, stating that they understand the OWNER has a Business Ethics Policy which provides that no OWNER employees nor members of their family shall accept anything of value from the CONTRACTORS, suppliers, vendors or other transacting or seeking to transact business with the OWNER and that they are not aware of any situations violating that policy which has not bee previously reported to the OWNER as provided in paragraph 3.19.3 below.

3.19.3 CONTRACTOR agrees to notify an appropriate OWNER representative (i.e. Director in internal Audit) as soon as possible after CONTRACTOR becomes aware of any instance where there has been failure to comply with provisions of this article.

3.19.4 CONTRACTOR shall permit interviews of employees and review of audits and records by OWNERs representative(s) to evaluate compliance with these business ethics standards.

3.19.5 CONTRACTOR is expected to disclose in writing to the OWNER any business arrangements such as commission arrangements, referral fees, ownership interests, etc. that it's organization, or any representatives of their organization have with any other contractor, OWNER representative, or consultant involved in any way with the OWNER's project.

ARTICLE 4 ARCHITECT

4.2 ADMINISTRATION OF THE CONTRACT

4.2.10 (Delete and add); If the OWNER and ARCHITECT agree, the ARCHITECT will provide one or more project representatives to assist in carrying out the ARCHITECT's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representative(s) shall be set forth in the construction administration sections of the OWNER-ARCHITECT agreement, copies of which shall be furnished to the CONTRACTOR, if requested.

ARTICLE 5 SUBCONTRACTORS

5.3 SUBCONTRACTUAL RELATIONS

5.3.1 (Add) All communications from the sub-contractor and suppliers to the OWNER or ARCHITECT will go through the CONTRACTOR.

5.3.2 (Add paragraph) The CONTRACTOR is required to provide to his sub-contractors, suppliers, agents, and employees notice of the following provisions relating to UNPAID CLAIMS FOR LABOR AND MATERIALS. "Claims must be sent directly to the CONTRACTOR and his surety. The sub-contractor is not to call or write the OWNER or the ARCHITECT until all possible means have been exhausted with the General CONTRACTOR and surety. The OWNER is not responsible in any manner for the collection of unpaid bills from suppliers or sub-contractors to the General CONTRACTOR on this project".

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTS

6.1.1 (Add) The OWNER reserves the right to perform limited construction or operations related to the Project with the OWNER's own forces, and to award separate contracts in connection

with other non-contiguous options of the Project or other construction or operations on non-contiguous areas of the site under Conditions of the Contract identical or substantially similar to there including those portions related to insurance or waiver of subrogation: provided however, this sentence does not apply to OWNER furnished and installed equipment. If the CONTRACTOR claims delay or additional costs is involved because of such action by the OWNER, the CONTRACTOR shall make such claim as provided in Section 15. The CONTRACTOR will make all reasonable efforts to cooperate and coordinate with other contractors on the project.

6.2.1 (Change to read as follows); When separate contracts are awarded for installation of OWNER furnished equipment and other non-contiguous portions of the Project or other construction or operations on non-contiguous areas of the site, the "CONTRACTOR" in the Contract Documents in each case shall mean the "CONTRACTOR" who executes each separate OWNER-CONTRACTOR Agreement.

ARTICLE 8 TIME

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.1 (Add); No extensions of contract time may be allowed for inclement weather days, unless submitted in writing by the CONTRACTOR by the end of the day of such event and approved in writing by the Architect.

8.3.4 (Add paragraph); The General CONTRACTOR shall substantially complete all Work hereunder on or before the date established, subject, however, only to extensions of time approved by the ARCHITECT under provisions of sub-paragraph 8.3.1 of the General Conditions.

CONTRACTOR and CONTRACTOR's surety, if any, shall be liable for and shall pay to OWNER the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete:

IT IS EXPRESSLY AGREED AS A PART OF THE CONSIDERATION INDUCING THE OWNER TO EXECUTE AN AGREEMENT THAT THE OWNER MAY DEDUCT FROM ANY PAYMENT MADE TO THE CONTRACTOR A SUM EQUAL TO \$1,000.00 PER DAY FOR EACH AND EVERY ADDITIONAL CALENDAR DAY BEYOND THE AGREED DATE(S) OF SUBSTANTIAL COMPLETION. IT IS ALSO AGREED THAT THE OWNER MAY DEDUCT A SUM EQUAL TO \$750.00 PER CALENDAR DAY FROM ANY PAYMENT MADE TO CONTRACTOR BEFORE OR AT FINAL PAYMENT; OR, IF SUFFICIENT FUNDS ARE NOT AVAILABLE, THEN CONTRACTOR SHALL PAY OWNER, THE AMOUNTS SPECIFIED PER DAY FOR EACH AND EVERY CALENDAR DAY THE BREACH CONTINUES AFTER THE DEADLINE FOR FINAL COMPLETION OF THE WORK.



ARTICLE 9 PAYMENTS AND COMPLETION

9.3 APPLICATION FOR PAYMENTS

9.3.4 (Add paragraph); The CONTRACTOR shall make his application (according to breakdown) for monthly payments to the ARCHITECT on or about the first (1st) day of each month. Certificates will be checked and forwarded to the OWNER on or before the tenth (10th) day of each month at which time the CONTRACTOR should receive from the OWNER ninety-five percent (95%) of the value for materials and labor expended on the building less previous payments. Final payment will include the remaining five percent (5%).

9.3.5 The exact monthly payment schedule will conform with the OWNER's regular processing schedule. A schedule will be determined one the Project is started.

9.3.6 (Add) CONTRACTOR shall deliver with his request for final payment, copies of all manufacturer's warranties, service contracts, and affidavits, satisfactory to ARCHITECT and OWNER, that all payrolls, bills, etc., are paid in full and in accordance with contract closeouts Section 01 77 00.

9.5 DECISIONS TO WITHHOLD CERTIFICATIONS

9.5.1 (Add to) Decisions to Withhold Certification

.8 Failure to correct any serious violations of OSHA standards or any violation of the Construction Safety Procedures noted by local or state inspections.

.9 Failure to provide proper documentation for offsite storage of materials.

.10 Failure to submit certified payroll paperwork in a timely manner.

9.6 PROGRESS PAYMENTS

9.6.1 (Add); Form of Application for Payment will be the most current issue of a notarized AIA Document G702, Application and Certification for Payment, supported by AIA G703, Continuation Sheet.

9.8 SUBSTANTIAL COMPLETION

9.8.1 (Add); Additional conditions of Substantial Completion are:

A. The work is complete except for superficial repair and punch list items.

B. All building materials and systems are installed properly and operating properly.

C. The ARCHITECT and the OWNER have agreed that the Project is Substantially Complete, due to OWNER's operation requirements.

D. The work shall be approved by required State of Texas agencies or any other State agency when their approval is required for operation of said space.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.3 HAZARDOUS MATERIALS

10.3.1 (Revise as follows); Prior to the word “asbestos” in all locations add the following: “toxic and/or hazardous material or substance including without limitations, lead, lead pipe, lead solder, lead flux, mercury”.

ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR’S INSURANCE (REPLACE 11.1 AND ALL SUB-PARAGRAPHS AS FOLLOWS)

11.1.1 The CONTRACTOR shall purchase and maintain in a company or companies with a “Best Rating” of “A” or better and lawfully authorized to do business in the State of Texas such insurance as will protect the CONTRACTOR and the OWNER from claims set forth below which may arise out of result from the CONTRACTOR’s operations under the Contract and for which CONTRACTOR may be legally liable, whether such operations be by the CONTRACTOR or by a sub-contractor or sub-subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts any of them may be liable, including:

- .1 Claims under worker’s compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the CONTRACTOR’s employees;
- .3 Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the CONTRACTOR’s employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the CONTRACTOR’s obligations under the Contract Documents, including under paragraph 3.18.
- .9 Premises operations

11.1.2 The OWNER, its officers, employees, volunteers, elected officials, and ARCHITECT shall be covered as **additional insured for liability** arising out of activities performed by, for, or on behalf of, the CONTRACTOR, including general supervision of the CONTRATOR, products and completed operations of the CONTRACTOR, premises owned, occupied or used by the CONTRACTOR, or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no specific limitations on coverage afforded the OWNER, its officers, employees, or volunteers and the ARCHITECT and its consultants. In the event that the CONTRACTOR purchases Project Management Protective Liability Insurance for the Project, the CONTRACTOR shall not be required to name OWNER and ARCHITECT as additional

insured on such liability coverage. No coverage nor defense or any other obligation is assumed by insurer of CONTRACTOR and afforded to the ARCHITECT or its consultants for any consequence arising out of the ARCHITECT's or its consultants in preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or any drawings or specifications or the giving directions or instructions, of failing to give them if that is alleged or determined to be the partial or sole cause of the claim.

11.1.3 The CONTRACTOR's insurance coverage shall be **primary insurance** for the OWNER, its officers, employees, and volunteers and the ARCHITECT and its consultants. Any insurance or self-insurance maintained by the OWNER, its officers, employees, or volunteers shall be excess of CONTRACTOR's insurance and shall not contribute to it.

11.1.4 Any failure of CONTRACTOR to comply with the reporting provisions of the policies shall not affect the coverage provided to the OWNER, its officers, employees, or volunteers and the ARCHITECT and its consultants.

11.1.5 The CONTRACTOR's insurance shall apply separately to each insured against whose claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.1.6 The insurance required by subparagraph 11.1.1 shall be written for not less than the limits of liability set out herein below in paragraph 11.1.6.1. The policy shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of Work until date of Final Payment and termination of any coverage required to be maintained after Final Payment, unless otherwise specified in the Article.

11.1.6.1 The CONTRACTOR shall: (1) require each sub-contractor to procure and to maintain, during the life of his subcontract, insurance of the type and in at least the amounts specified below, or (2) insure the activity of his sub-contractors in his own policy and the same amounts as specified below.

1. Worker's Compensation Statutory
2. Employer's Liability Statutory
3. Commercial General Liability - General Liability Insurance shall be written for the interests of both OWNER and CONTRACTOR and shall include premises operations, independent contractors, products and completed operations, and blanket contractual (hold harmless). Products and completed operations insurance shall be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to OWNER on an annual basis during this period. Property Damage Liability shall include coverage for X, C, and U hazards. Limits of coverage shall be at least:

General Aggregate	\$1,000,000.00
Products/Completed Operations Aggregate	\$1,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00
Each Occurance	\$ 1,000,000.00

The policy shall include an endorsement providing for an "aggregate limit of insurance per project". The endorsement shall reserve the entire aggregate required in the policy for the exclusive use of the Contract. The policy shall be written on an occurrence basis.
4. Comprehensive Automobile Liability (includes owned, hired, and non-owned vehicles)

Bodily Injury (per person)	\$ 500,000.00
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Bodily Injury (per accident)	\$ 1,000,000.00
Property Damage	\$ 500,000.00
5. Excess Liability or Umbrella Coverage	\$ 2,000,000.00

11.1.6.2 Such policies of insurance shall be written by companies authorized by the Texas State Board of Insurance to conduct business in the state and which are satisfactory to the OWNER. CONTRACTOR shall not commence work under this agreement until satisfactory evidence of such insurance has been delivered to the ARCHITECTS and approved by the OWNER. Evidence shall be: (1) a duly executed OWNER's Certificate of Insurance; (2) a copy of the policies; or (3) a duly executed "ACORD" Certificate of Insurance, Form 25-S with the following modifications in the "Cancellation" Section: delete (line through) the words "endeavor - to"; place the number "30" in the blank; and delete (line through) the words "but failure to do so shall, impose no obligation or liability of any kind upon the insurer, its agents or representatives."

11.1.6.3 All workers on the project site must be covered by the required insurance policies of the General CONTRACTOR or a sub-contractor.

11.1.6.4 All policies or certificates shall name the OWNER and its officers, employees, volunteers, elected representative, and the ARCHITECT as additional insured on all applicable coverage. CONTRACTOR shall not be required to name the OWNER and ARCHITECT as additional insured in the event that CONTRACTOR has purchased Project Management Protective Liability Insurance on the Project.

11.1.6.5 Additionally, provide OWNER and ARCHITECT a waiver of subrogation for the following:

1. Workers Compensation
2. General Liability
3. Automobile Liability
4. Umbrella

11.1.7 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the work. These Certificates or insurance policies required by paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least sixty (60) days prior, written notice has been given to the OWNER. If any of the foregoing insurance coverages are required to remain in force after Final Payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. Information concerning reduction of coverage shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTOR's information and belief Certificates complying with the provisions of paragraph 11.1.6.2 above shall be acceptable to OWNER to comply with this paragraph.

11.1.8 CONTRACTOR'S WORKERS' COMPENSATION INSURANCE

11.1.8.1 A copy of CONTRACTOR's Certificate of Insurance, a Certificate of Authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83,

TWCC-84), showing statutory workers' compensation insurance coverage for the CONTRACTOR's employees, or other persons providing services on a Project is required for the duration of the Project.

11.1.8.2 Duration of the Project includes the time from the beginning of the work on the Project until the CONTRACTOR's Work on the Project has been completed and accepted by OWNER.

11.1.8.3 Persons providing services on Project ("sub-contractor" in the Texas Labor Code 406.096) include all persons/entities performing all or part of the services the CONTRACTOR has undertaken to perform on the Project, regardless of whether that person contacted directly with CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, sub-contractors, leasing companies, motor carriers, owner operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on Project.

11.1.8.4 Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a Project. Services do include activities unrelated to the Project, such as, food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.1.8.5 The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011(44) for all employees of the CONTRACTOR providing services on the Project for the duration of the Project.

11.1.8.6 The CONTRACTOR must provide Certificate of Coverage to OWNER prior to being awarded Contract.

11.1.8.7 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.

11.1.8.8 The CONTRACTOR shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

11.1.8.9 The CONTRACTOR shall notify the OWNER in writing by certified mail or personal delivery, within ten (10) days after the CONTRACTOR knew or should have known, of any change that materially affects the provisions of coverage of any person providing services on the Project.

11.1.8.10 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.

11.1.8.11 By signing the Contract or providing or causing to be provided a Certificate of Coverage, the CONTRACTOR is representing to the OWNER that all employees of the CONTRACTOR who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that 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 commissions' 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.

11.1.8.12 The CONTRACTOR's failure to comply with any of these provisions is a breach of contract by the CONTRACTOR that entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipts of notice of breach from the OWNER.

11.1.8.13 The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on/after January 1, 1996. 28 TAC 110.110(l).

11.1.9 BUILDER'S RISK INSURANCE

11.1.9.1 CONTRACTOR shall obtain a builder's risk "all-risk" or equivalent policy in the amount of the initial Contract Sum (or, if applicable Guaranteed Maximum Price), plus value of subsequent Contract modifications and cost of materials supplied or installed by other, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Coverage shall include material stored on-site and in transit. Such insurance will be with a company or companies lawfully authorized to do business in the State of Texas.

11.1.9.2 For any claim made against CONTRACTOR's Builder's Risk Insurance, the deductible shall not exceed \$5,000.00.

11.1.9.3 The CONTRACTOR waives all rights against (1) OWNER, sub-contractors, sub-contractors agents, and employees, and (2) ARCHITECT, ARCHITECT's consultants, separate contractors, if any, and any of their sub-contractors, sub-subcontractors, agents, and employees, for damages caused by fire or other perils to extent covered by property insurance obtained pursuant to this paragraph or other property insurance applicable to the Work, except such rights as CONTRACTOR has to proceeds of such insurance held by CONTRACTOR as a fiduciary. CONTRACTOR, as appropriate, shall require of any separate contractors, sub-contractors, sub-subcontractors, agents, and employees of any of them by appropriate written agreements, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

11.1.9.4 The CONTRACTOR as fiduciary shall have power to adjust and settle a loss with insurers. The CONTRACTOR shall pay all sub-contractors their just share of insurance proceeds received by the CONTRACTOR, and by appropriate agreements shall require sub-contractor to make payment to their sub-subcontractors in similar manner.

11.1.9.5 Partial occupancy or use shall not affect the validity, reduction, lapse or change in coverage of property insurance.

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The OWNER shall be responsible for purchasing and maintaining the OWNER's usual liability insurance. Optionally, the OWNER may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract. OWNER may maintain a Self-Insurance Program related to Liability Insurance.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13 MISCELLANEOUS PROVISIONS (ARTICLE 13.1 GENERAL CONDITIONS)

13.1.2 (Add paragraph) Any rebate on this Project for an energy efficient system, fixtures, or devices from any utility company shall be to the OWNER, not the CONTRACTOR.

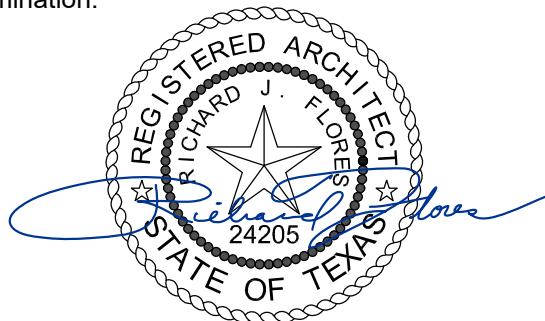
13.4 TEST AND INSPECTIONS

13.4.7 (Add); Neither the observation of the ARCHITECT/ENGINEER in their administration of the Construction Contract, nor inspections, tests or approvals by persons other than the CONTRACTOR, shall relieve the CONTRACTOR from his obligation to perform the Work in accordance with the Contract Documents.

14.2 TERMINATION BY OWNER FOR CAUSE

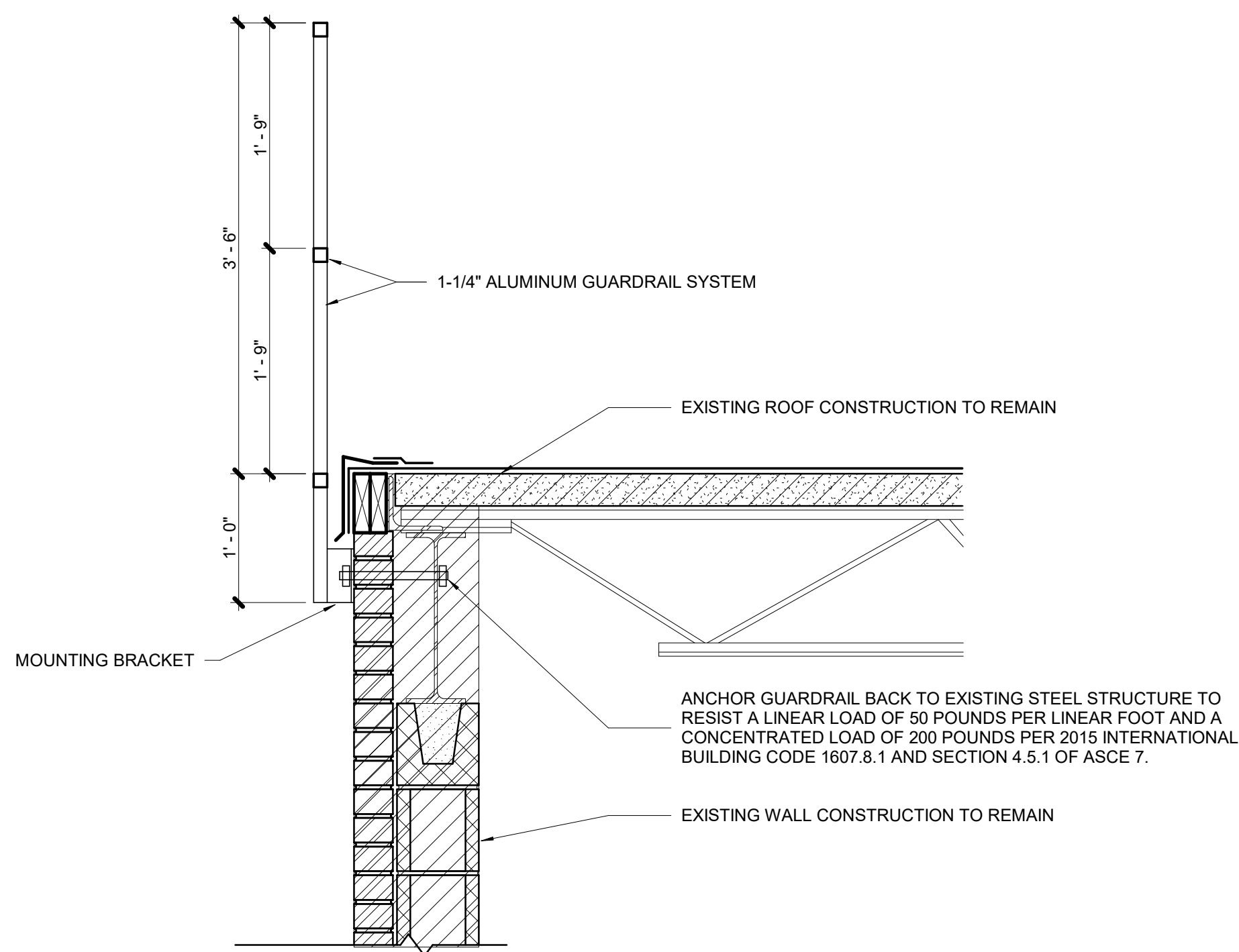
(Add Sentence); OWNER to allow CONTRACTOR or its surety an opportunity to commence (within fifteen (15) days) and diligently pursue correction (cure shall be completed with sixty (60) days) before termination.

END OF SECTION



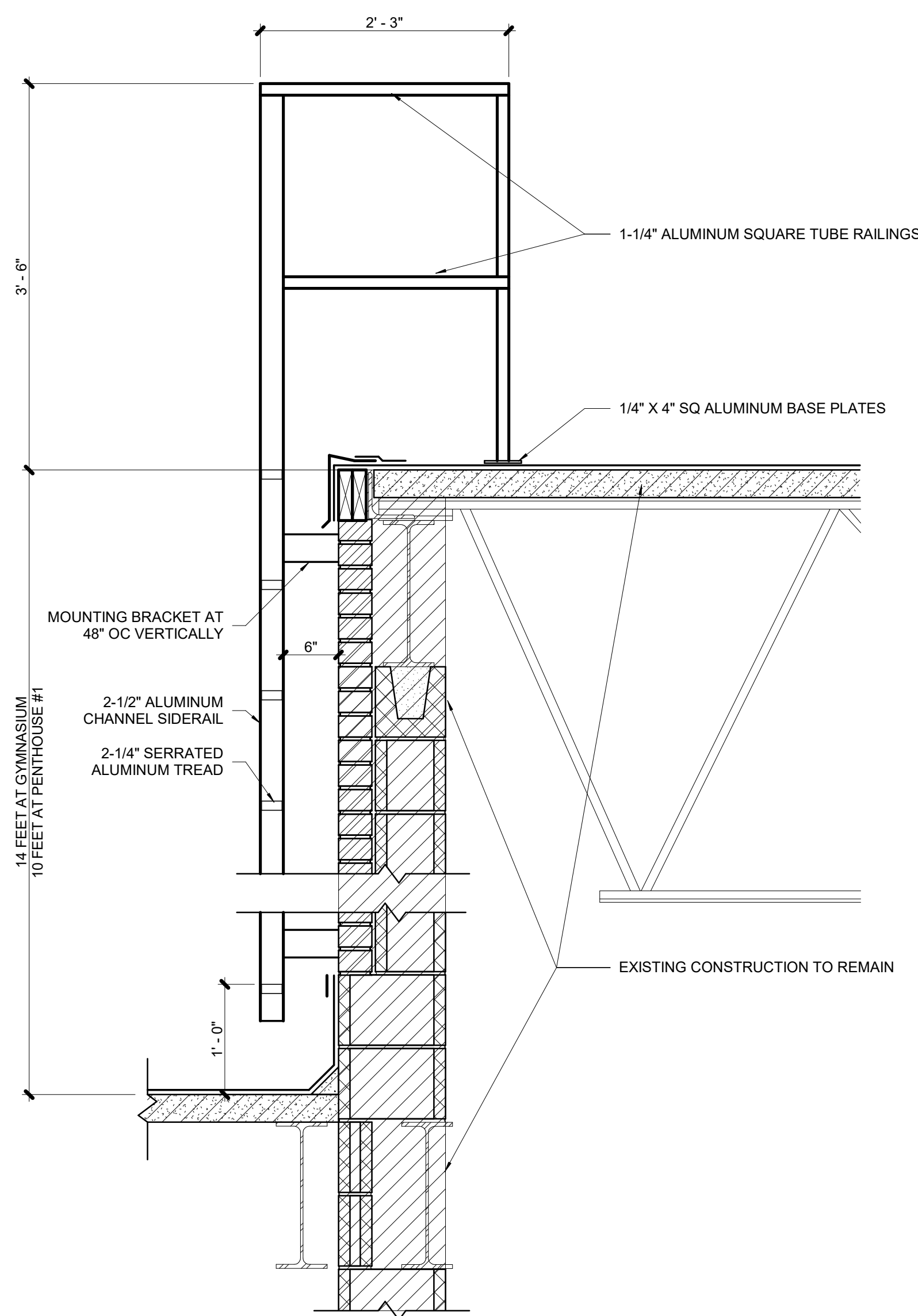
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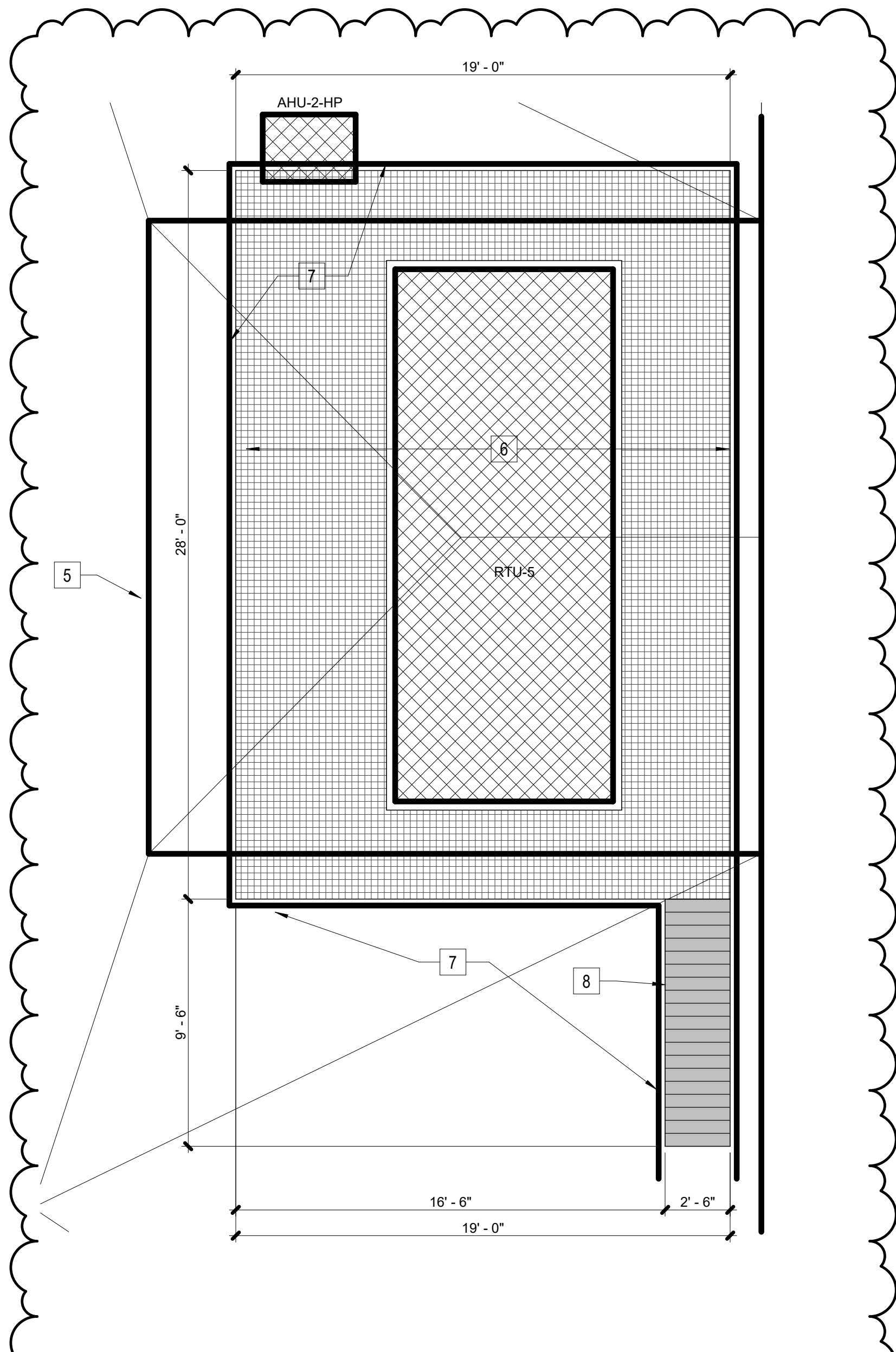
4 FIXED GUARDRAIL AT ROOF EDGE

SCALE: 1" = 1'-0"



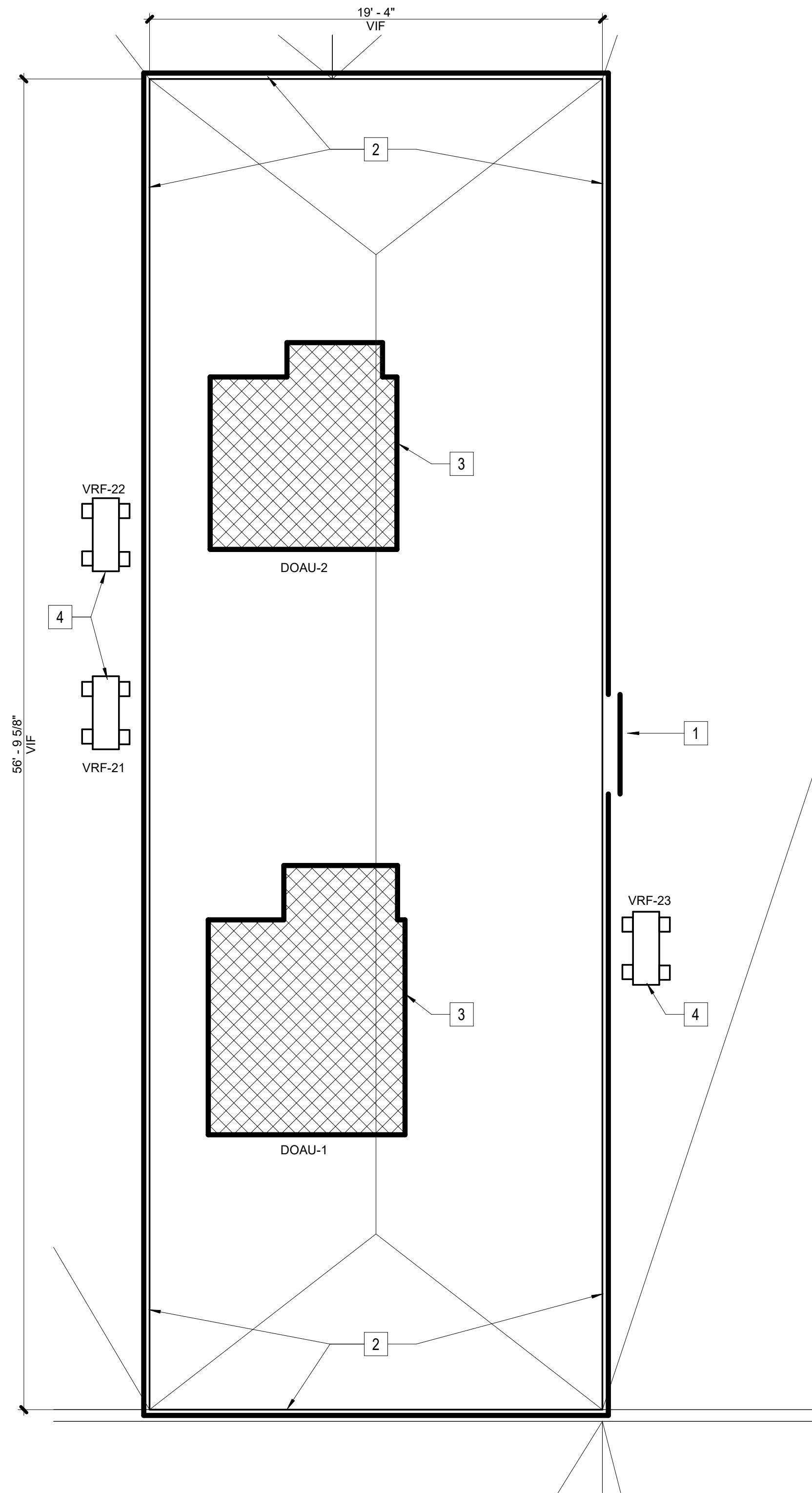
3 FIXED ROOF LADDER WITH WALK-THRU

SCALE: 1" = 1'-0"



2 ENLARGED ROOF PLAN - PENTHOUSE #2

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



1 ENLARGED ROOF PLAN - PENTHOUSE #1

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

GENERAL NOTES

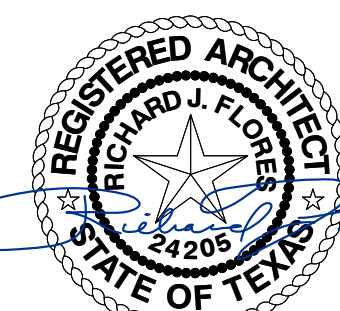
- A. THE EXISTING ROOF IS A DUROLAST SINGLE-PLY MEMBRANE SYSTEM WHICH IS CURRENTLY UNDER WARRANTY AND SERVICED BY PARSONS ROOFING. COORDINATE ALL ROOF PENETRATIONS WITH PARSONS ROOFING.
- B. REFERENCE ENTIRETY OF MEP DRAWINGS FOR SCOPE OF MECHANICAL AND ELECTRICAL DEMOLITION AND NEW WORK WHICH WOULD AFFECT EXISTING ROOFS.
- C. THE MECHANICAL ROOF TOP UNITS SHALL BE INSTALLED ON SLOPING FACTORY MANUFACTURED INSULATED CURBS. ROOF CONTRACTOR SHALL PROVIDE ALL CANTS, ROOFING, FLASHINGS, AND ADDITIONAL CONTINUOUS 1x4 NAILER ON SIDE OF MECHANICAL CURBS FOR ROOF FLASHING.
- D. REFER TO STRUCTURAL DRAWINGS FOR ROOF OPENING AND JOIST REINFORCING DETAILS AT ALL NEW MECHANICAL EQUIPMENT.
- E. REFER TO THE MEP DRAWINGS FOR ROOF TOP UNITS, ELECTRICAL CONDUIT, GAS PIPING, PLUMBING VENTS, ROOF CURBS, EXHAUST FANS, AND OTHER EQUIPMENT LOCATED ON THE EXISTING ROOFS.
- F. ALL PIPING / CONDUIT SHALL BE SUPPORTED ON MANUFACTURER PIPE SUPPORTS. REFERENCE MEP SHEETS FOR LOCATIONS.

ROOF LEGEND

- EXISTING ROOFING TO REMAIN
- NEW ROOF TOP HVAC EQUIPMENT - REFER TO MEP2.0
- KEYED NOTES - REFER TO THIS SHEET

KEYED NOTES

- 1 NEW WALL-MOUNTED ROOF LADDER FROM LOW ROOF TO PENTHOUSE ROOF. APPROX 10 FEET IN ELEVATION. REFER TO 3/A4.1 FOR DETAIL.
- 2 NEW GUARDRAIL AT ROOF EDGE. REFER TO 4/A4.1 FOR DETAIL.
- 3 NEW ROOFTOP HVAC UNIT. CONTRACTOR SHALL FLASH THE ROOF CURB AND OTHER ASSOCIATED PENETRATIONS INTO THE EXISTING ROOFING SYSTEM.
- 4 NEW VRF OUTDOOR UNIT. CONTRACTOR SHALL FLASH ALL ASSOCIATED PENETRATIONS INTO THE EXISTING ROOFING SYSTEM.
- 5 EXISTING PENTHOUSE ROOF TO REMAIN. FLASH NEW MAINTENANCE PLATFORM SUPPORTS INTO EXISTING ROOF.
- 6 NEW HVAC MAINTENANCE PLATFORM. PRIME AND PAINT. REFER TO STRUCTURAL FOR DETAILS.
- 7 NEW ALUMINUM GUARDRAIL AT PERIMETER EDGE OF MAINTENANCE PLATFORM AND STAIRS.
- 8 NEW 30 INCH WIDE ALUMINUM FIXED INDUSTRIAL STAIRWAY. HEIGHT BETWEEN ROOFS IS APPROXIMATELY 10 FEET.



ISSUED FOR BID



COLEMAN ISD
HIGH SCHOOL HVAC REPLACEMENT
ROOF ENLARGED PLANS AND DETAILS

NO.	REVISION	DATE
1	ADDENDUM 2	02-26-2025
2		
3		
4		
5		
6		
7		
8		
9		
10		
PROJECT #	SCALE	BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE AND ADJUST ACCORDINGLY.
22334	As Indicated	
SEQ.	SHEET	