

## **4.0 SPECIAL CONDITIONS AND SPECIFICATIONS**

4.1 Authorization: By order of the Commissioners' Court of Collin County, Texas sealed bids will be received for Installation of Detention Center Walk-in Freezer.

4.2 Purpose: The intended use/purpose for this Invitation For Bid is to describe the specifications and requirements of a turn-key installation of one (1) Walk-In Freezer at Collin County Detention Center. Collin County is requesting pricing for two (2) options. Only one (1) option will be awarded.

4.3 Pre-Bid Conference: A mandatory pre-bid conference will be held at 2:00 P.M., April 21, 2015 at the Collin County Justice Center Jail Dock located at 4300 Community Ave., McKinney, TX 75071. All prospective bidders are requested to have a representative present. It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the bid.

4.4 Term: Provide for a contract commencing on the date of the award and continuing until the project is complete.

4.5 Funding: Funds for payment for Collin County expenditures have been provided through the Collin County budget approved by the Commissioners' Court for this fiscal year only. All other participating entities expenditures have been provided through their entity's governing body for this fiscal year only. State of Texas statutes prohibit any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that arise past the end of the current fiscal year shall be subject to budget approval.

4.6 Price Reduction: If during the life of the contract, the Contractor's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that Collin County shall receive such price reduction.

4.7 Delivery/Completion/Response Time: The Contractor shall state the number of calendar days to complete services at the County's designated location after receipt of purchase order in the space provided on the Company Profile and Signature Form.

4.8 Delivery/Setup/Installation Locations: Locations for delivery and installation are Collin County Justice Center, 4300 Community Ave., McKinney, TX 75071. Delivery, assembly, set-up and installation shall be included in the bid price.

4.9 Testing: Testing may be performed at the request of Collin County, by an agent so designated by the County, without expense to Collin County.

4.10 Samples/Demos: When requested, samples/demos shall be furnished to the County at no expense.

4.11 Bid Documents: Contractor shall notify Collin County prior to bid if the bid documents are missing scope, incomplete or are contrary to actual site conditions.

4.12 Subcontractors: Contractor shall state names of all subcontractors and the type of work they will be performing on Attachment D-Subcontractor Questionnaire. If a Contractor fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid without approval in writing from the Collin County Purchasing Department.

The successful Contractor further agrees that Collin County and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Contractor's sub-contractors, their agents or employees. The indemnification provisions of this contract shall apply to all sub-contractors.

4.13 Bonds: In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00 and a Performance Bond if the contract is in excess of \$100,000. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56<sup>th</sup> Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

4.14 Warranties: If within one year after final acceptance of the work by Collin County, any of the work or material is found to be defective or not in accordance with the specifications of the contract, the Contractor shall correct it promptly after receipt of a written notice from the County to do so. This obligation shall survive termination or completion of the contract. The County shall give such notice promptly after discovery of the condition.

The Contractor shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected unless removal is waived in writing by the County.

In addition to the one year warranty, the Contractor shall warranty the compressor for an additional four (4) years.

4.15 Scope: Contractor shall furnish the necessary labor, equipment, materials, supervision, tools and other related incidentals including refrigeration controls, refrigerant, condensate piping, insulation, electrical, roofing, curbs, fire sprinkler systems, pitch pans and fasteners required to install one (1) walk in freezer at Collin County Detention Center. The primary use of the freezer will be for storage of bulk frozen foods transported into freezer on shipping pallets. Freezer

specifications and installation shall meet all current requirements of ANSI and NSF Standard Number 7 and comply with manufacturer recommendations and current City of McKinney code.

#### 4.16 Project Requirements and Clarifications:

4.16.1 Owner will occupy site during the project. Contractor shall perform work described in this specification with the least inconvenience to daily Jail operations. Contractor shall give Owner sufficient notice of any activity that may conflict with daily operations.

4.16.2 Contractor shall not disrupt utilities servicing the facility without a minimum two (2) day prior written notice and shall obtain Owners prior permission. Contractor is responsible for coordinating with any utility provider, if necessary. Facility is occupied and shall not be without unscheduled power outage per detention regulations.

4.16.3 No substitutions will be accepted unless prior written request is obtained by Owner. Contractor shall submit substitution immediately upon discovery or need of change and shall allow Owner up to ten (10) calendar days for review. Owner will review and respond without delay to the project. Substitutions should offer Owner cost, time or performance advantage but no substitution of contractor convenience will be accepted. Contractor shall amend schedule, if affected.

4.16.4 Contractor shall prepare and submit in writing a Request For Information (RFI) once discovery of information is needed and coordinate the RFI in a prompt manner not to delay contractors or sub-contractors work. RFI's shall be numbered in sequence and contain: subject and information needed; reference to the Specification Section Number (if applicable); sketches, shop drawings, materials, photos and any other pertinent information. Contractor shall prepare and maintain a log of the RFI's in an organized manner.

4.16.5 Progress meetings shall be held bi-weekly or on an as needed basis. Meeting requirements are as follows: Contractor shall conduct meeting, prepare an agenda, prepare meeting minutes, RFI Log, Submittal Logs, schedules, change order logs, payment application, conflicts and Contractor Field Reports. Collin County will provide meeting space.

4.16.6 Working hours for this project are 8:00 AM to 5:00 PM with one hour lunch.

4.16.7 Contractor shall prepare and submit to Owner an estimated progress schedule for the entire project at the pre-construction conference. Progress schedule shall be updated as work proceeds or the schedule changes. Schedule shall identify critical path and long lead times.

4.16.8 Contractor shall prepare a schedule of submittal and allow reasonable time for Owner review (no longer than ten days).

4.16.9 Contractor shall obtain all required permits from the City of McKinney and make arrangements for all tests and/or inspections required. Cost for permits and inspections shall be included in the bid price.

4.16.10 Contractor shall provide shop drawings of unit before fabrication (FAB) with all cut sheets of equipment. All FAB should indicate dimensions, materials, thickness and detailed construction methods.

4.16.11 Contractor shall keep work area clean at all times and free of debris with final make ready cleaning. Contractor may set a dumpster if needed; use of County dumpsters shall not be allowed.

4.16.12 Contractor shall not block access to Jail Dock or restrict normal Jail deliveries, except while unloading equipment.

4.16.13 Contractor shall comply with State and Federal laws and safety regulations.

4.16.14 Owner shall make site visits during construction to observe or verify work is being performed in compliance with the contract documents.

4.16.15 Facility is a non-smoking facility. Smoking is not permitted within twenty-five (25) feet of the facility.

4.16.16 Contractor may utilize the job site area for storage during the project but Owner shall not be responsible for Contractor's material.

4.16.17 Once awarded the contract, a mandatory background check performed by Collin County shall be required for all personnel who will be onsite for this project. A County badge for access and identification shall be issued to all personnel and worn where visible at all times.

4.16.18 Contractor shall provide start-up, testing and adjust equipment for optimum performance.

4.16.19 Contractor shall provide training on freezer operations and controls for Facilities and Jail staff.

4.16.20 Contractor shall provide warranty documents, complete operation manuals with operating procedures, control diagrams and wiring diagrams at project closeout.

#### 4.17 Option One-Specifications:

4.17.1 One walk-in freezer shall be approximately twenty-five (25) feet long by sixteen (16) feet wide by nine (9) feet, two (2) inches high. Interior wall height shall be eight (8) feet, six (6) inches high above finished floor. Reference Attachment A for floor plan showing area where freezer is to be placed.

4.17.2 Interior Temperature: Freezer shall maintain an interior temperature of minus ten (-10) to zero (0) degrees F.

4.17.3 Walls:

4.17.3.1 Walls shall consist of four (4) inch thick insulated panels.

4.17.3.2 Exterior and interior finish: twenty-six (26) gauge white Galvalume, or equal. Surface finish shall be blemish free without defects.

4.17.3.3 Four (4) foot high diamond plate wainscoting on interior walls.

4.17.3.4 Stainless corner guards on outside exterior corners firmly secured with contact adhesive.

#### 4.17.4 Floor:

4.17.4.1 Floor panels shall be four (4) inch insulated reinforced structural flooring capable of supporting up to five thousand (5000) pounds per square foot.

4.17.4.2 Subflooring shall be three-quarter (3/4) inch plywood.

4.17.4.3 Final flooring shall be one-eighth (1/8) inch diamond tread plate.

#### 4.17.5 Door:

4.17.5.1 Door size: approximately forty-five (45) inch wide by seventy-eight (78) inch high. Door shall be of sufficient width to allow passage of a standard shipping pallet.

4.17.5.2 Kick Plate: two (2) each, full width, sixteen (16) gauge stainless steel, forty-eight (48) inch high, One (1) each on exterior and interior of door.

4.17.5.3 Hinges: three (3) each, flush mount with springs.

4.17.5.4 Full magnetic seals gasket.

4.17.5.5 Door sweep on bottom of entry door.

4.17.5.6 Factory installed door frame heater on all sides, header and threshold.

4.17.5.7 Galvanized jamb guards.

4.17.5.8 Clear flexible vinyl strip curtains with full coverage of door opening.

4.17.5.9 Stainless steel security locking bar to secure door from outside, drilled for provisions to padlock.

4.17.5.10 Heated viewport with concealed wiring, fourteen (14) inches by twenty-three (23) inches, of minimum triple thermopane tempered glass.

4.17.5.11 Stainless steel spring loaded standard door latch with key lock option and interior door release.

#### 4.17.6 External Ramp:

4.17.6.1 Dimensions: minimum forty-five (45) inches wide by forty eight (48) inches long.

4.17.6.2 Shall be constructed of three-quarter (3/4) inch plywood subsurface covered with non-slip stainless steel diamond plate.

4.17.7 Refrigeration/Mechanical/Electrical:

4.17.7.1 One (1) each, 6 horse power condenser.

4.17.7.2 Two (2) each, 3 horse power evaporators.

4.17.7.3 One (1) each, high volume condensate pump with piping.

4.17.7.4 Compressor shall be installed on building's roof.

4.17.7.4.1 Contractor shall install a four (4) inch high, three thousand (3000) PSI concrete curb around the unit on the roof. **Concrete curb shall be set in metal flashing and roofed over with existing roof type by Certified Roofer and shall be leak free.**

4.17.7.4.2 A weatherproof exterior electrical source for disconnect shall be located near the compressor with an exterior electrical receptacle and weatherproof cover.

4.17.7.4.3 All roof penetrations shall be properly sealed water tight.

4.17.7.5 Electrical shall be installed by an electrician licensed by the State of Texas and shall comply with current City of McKinney code.

4.17.7.6 Electrical power shall be supplied from Jail ~~B~~ A Mechanical Room which is approximately ~~three hundred (300)~~ one hundred fifty (150) feet from the freezer location, **with one hundred (100) Amp available for new freezer install.** Contractor shall provide and install the correct size breaker, wire and conduit.

4.17.7.7 Freezer drain lines shall be installed within the raised floor exiting through the back side of the freezer box and the west side of the building. Contractor shall core brick/block wall on building and install cast nickel bronze downspout nozzle with internal screen draining onto a concrete block. Install shall comply with current City of McKinney code.

**4.17.7.8 Existing receptacles blocked by the new freezer shall be disconnected at a common source junction box, with blank stainless covers over the outlets and shall be marked on shop drawings as such.**

4.17.8 Sprinklers:

4.17.8.1 The existing fire sprinkler line at box location shall be reworked to add two drops inside new freezer. Contractor shall tap existing fire sprinkler main and extend a line over freezer enclosure to furnish and install a dry pipe system with two (2) each dry pendant heads for coverage of freezer interior.

4.17.8.2 Penetrations into freezer ceiling shall be made leak proof.

4.17.8.3 Existing sprinklers above the freezer enclosure shall be left in place.

4.17.8.4 Sprinklers shall be installed per current code by a sprinkler installer licensed by the State of Texas.

4.17.9 Interior Lighting:

4.17.9.1 T-5 fluorescent light fixtures, vapor proof light/weatherproof or weather tight. Bulbs shall be in protective plastic globe with wire guard.

4.17.10 Local Operating Network (LON) Freezer Controls Integration:

4.17.10.1 Reference Attachment B for LON Freezer Controls Integration specifications.

4.17.11 Other:

4.17.11.1 All hardware shall be heavy duty, tamper resistant as utilized in prison package.

4.17.11.2 Factory installed heated pressure relief vent.

4.17.11.3 All existing fluorescent light fixtures above the designated freezer box location shall be raised before freezer is set for continued light in the room. Fixtures are currently approximately ninety-five (95) inches above finished floor.

4.17.11.4 The existing loud-speaker located on the north wall shall be moved east approximately twenty (20) feet and surface mounted in conduit on block wall and secured tightly.

4.18 Option Two:

4.18.1 One walk-in freezer, approximately thirty-five (35) feet long by sixteen (16) feet wide by nine (9) feet two (2) inches high with an interior wall height of eight (8) feet six (6) inches above finished floor. Reference Attachment C for floor plan showing area where freezer is to be placed. All special conditions and specifications for option two shall be as stated above with the exception of the following:

4.18.1.1 All associated refrigeration and mechanical equipment and materials required to maintain a final temperature of minus ten (-10) to zero (0) degrees F for the increased freezer size. Bidder shall attach to bid, specification sheets for this equipment.

4.18.1.2 Electrical power shall be supplied from Jail (A) Mechanical Room which is approximately ~~four hundred fifty (450)~~ one hundred fifty (150) feet from the freezer location. Contractor shall provide and install the correct size breaker, wire and conduit per current code.

4.18.1.3 If Option Two is awarded, a second existing loud-speaker on the south wall shall be moved east approximately twenty (20) feet and surface mounted in conduit on block wall and secured tightly.