



Collin County Purchasing

2019-084

**Construction, Collin County Justice Center, Replacement of
Chilled Water Actuators and Valves**

Issue Date: 1/8/2019

Questions Deadline: 1/25/2019 03:00 PM (CT)

Response Deadline: 1/31/2019 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: JD Griffin, CPPB Buyer II

Address: 2300 Bloomdale Rd.

Ste. 3160

Purchasing

Admin. Building

Ste.3160

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SECTION 001116 - ADVERTISEMENT FOR BIDS

BY ORDER OF the Collin County Commissioners Court, Collin County, Texas, bids will be received electronically through Collin County eBid located at <https://collincountytx.ionwave.net>. Bidders are encouraged to submit bids electronically by utilizing Collin County eBid. However, you may submit a sealed hard copy paper bid to the Office of the Collin County Purchasing Agent. All bids, both electronic or hard copy paper form must be submitted as stated below:

**SUBMIT BIDS HARD COPY PAPER
BIDS TO:**

**Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Road, Suite 3160
McKinney, Texas 75071**

****NOTE:**

**All Correspondence must include suite
number to assist in proper delivery.****

SUBMIT NO LATER THAN:

2:00 P.M., Thursday, January 31, 2019

MARK ENVELOPE:

IFB 2019-084

**Project: Construction, Collin County Justice
Center, Replacement of Chilled Water
Actuators and Valves.**

*ALL BIDS MUST BE RECEIVED IN THE OFFICE OF THE PURCHASING AGENT
BEFORE OPENING DATE AND TIME*

SCOPE OF WORK INCLUDES removing the existing chilled water valves and actuators from within the air handling unit and replacing with new chilled water valves and actuators. Included in the scope is all material and labor for a complete job as outlined in the contract documents.

Payment for the contract work shall be made pursuant to the terms of the Contract Documents.

The opinion of probable construction cost for this contract is \$135,000.

Collin County uses Collin County eBid for the notification and dissemination of all solicitations for commodities and services. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.

COLLIN COUNTY APPRECIATES your time and effort in preparing a bid. Hard copy paper bid must be in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside as outlined above. Please note that all bids must be received at the designated location by the deadline shown. Bids received after deadline shall be considered void and unacceptable. Collin County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the Collin County Purchasing Department shall be the official

time of receipt. All bid forms provided in this Invitation for Bid must be completed prior to submission. Failure to complete the forms shall render your bid null and void. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID".

BIDS WILL BE publicly opened in the Office of the Purchasing Agent, 2300 Bloomdale Rd, Suite 3160, McKinney, TX 75071, at the date and time indicated above.

A MANDATORY PRE-BID CONFERENCE will be held by Collin County at **Collin County Justice Center Jail Lobby** located at **4300 Community Ave., McKinney, TX 75071** on **Thursday, January 17, 2019**, at **10:00 AM** in order for bidders to ask questions regarding the proposed work. All bidders desiring to bid the work should have a representative at the pre-bid conference; bidders that do not attend the pre-bid conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-bid conference.

No oral, telegraphic, telephonic or facsimile bids will be considered. IFB's, RFP's, RFQ's and RFI's may be submitted in electronic format via Collin County eBid at <https://collincountytx.ionwave.net>

BID SECURITY: All Bidders must submit, prior to the bid opening time, a Cashier's Check or acceptable Bid Bond payable without recourse to Collin County in the amount of not less than five percent (5%) of the total bid plus alternates as submitted.

1. Bid Bond or Cashier's Check may be mailed or hand delivered to the Office of the Collin County Purchasing Agent, Collin County Administration Building, 2300 Bloomdale Road, Ste 3160, McKinney, TX 75071 and shall be delivered in an envelope, marked plainly on the outside with the Bid Name and Number.
2. Bidders submitting a bid via Collin County eBid shall upload a Bid Bond at <https://collincountytx.ionwave.net>

Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered.

The original Bid Bond shall be received in the Collin County Purchasing Department **no later than** close of business on the third working day after the bid opening. Late receipt of original Bid Bond shall be cause for rejection of bid.

BONDS: Contractor must furnish a performance bond and payment bond within ten (10) consecutive calendar days following award of contract. The bonds shall be issued by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects.

SECTION 002113 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL REQUIREMENTS

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to these Bidding Documents.
- B. Bidding Documents include the Advertisement or Invitation for Bids, Instructions to Bidders, the bid form, other sample bidding and contract forms and the proposed Contract Documents including any Addenda issued prior to receipt of bids.
- C. Addenda are written or graphic instruments issued prior to the opening of the Bidding Documents, which modify or interpret the Bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
- D. MD Engineering, L.P., L.L.P. will be hereafter referred to in the Project Manual as “Engineer” and all correspondence shall be addressed to: Michael Smith, P.E., MD Engineering, 1255 W. 15th St., Ste. 300, Plano, TX 75075.
- E. “Bill Burke” will be hereinafter referred to in this Project Manual as “Project Manager”.
- F. “Collin County” will be hereafter referred to in this Project Manual as “Owner”.
- G. A Bid is a complete and properly signed submittal to do the Work for designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- H. The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate Bids.
- I. An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid in the corresponding change in the Work, as described in the Bidding Documents or in the proposed Contract Documents.
- J. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or service as described in the Bidding Documents or in the proposed Contract Documents.
- K. A Bidder is a person or entity who submits a Bid.
- L. A Sub-Bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the work.
- M. A Contractor is a person or entity who is determined to be the lowest responsible and responsive bidder to whom Owner (on the basis of Owner’s evaluation as hereinafter provided) makes an award.

- N. The Bid Requirements and Other General Conditions, as provided under the Division of the North Central Texas Council of Governments Standard Specifications for Public Works Construction will be applicable to this project, unless noted otherwise in the Contract Documents

1.3 EXAMINATION OF DOCUMENTS AND SITE

- A. Each bidder, by making his/her Bid, represents that he/she has read and understands the Bidding Documents.
- B. Each Bidder, by making his/her Bid, represents that he/she has visited the site, performed investigations and verifications as he/she deems necessary, and familiarized himself/herself with the local conditions under which the Work is to be performed and will be responsible for any and all errors in his/her bid resulting from his/her failure to do so.
- C. The location and elevations of the various utilities and pipe work included within the scope of the work are offered as a general guide only, without guarantee as to accuracy. The Contractor shall verify and investigate to his/her own satisfaction the location and elevation of all utilities, pipe work, and the like and shall adequately inform himself/herself of their relation to the work before submitting a bid.
- D. Before submitting a bid each bidder will, at bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information (surface, subsurface, and underground facilities) at or contiguous to the site, or otherwise which may affect cost, progress, performance or furnishing of the work and which bidder deems necessary to determine its bid for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Bidder will rely solely on its own site investigation and assumes the risk of any site conditions not discovered that may result in additional costs and all errors in the bid.
- E. On request in advance, Owner will provide each bidder access to the site to conduct explorations and tests as each bidder deems necessary for submission of a bid. Bidder shall fill all holes, clean up and restore the site to its former condition upon completion of such explorations.
- F. The lands upon which the work is to be performed, right-of way and easement for access thereto and other lands designated for use by Contractor in performing the work are identified in the Contract Documents.
- G. Each bidder by making his/her bid represents that his/her bid is based upon the materials, systems, and equipment required by the Bidding Documents without exception.

1.4 BIDDING DOCUMENTS

- A. Complete sets of Bidding Documents shall be used in preparing bids; neither County, nor Architect assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- B. County or the Architect, in making copies of the Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

1.5 BIDDING PROCEDURES

- A. All bids shall be prepared on the forms provided by the Architect and submitted in accordance with the Instruction to Bidders. The Architect or owner will furnish bidders with

bid forms which will provide for the following bid items. Bidders shall provide all requested information. Prices bid/proposed shall *only* be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.

1. A single contract price for each bid item as detailed and described in these specifications.
 2. Acknowledgment of Addenda.
 3. Number of consecutive calendar days to complete project.
 4. Alternate bids.
 5. Unit prices.
- B. A bid (electronic or hard copy) is invalid if it has not been deposited at the designed location prior to the time and date for receipt of bids indicated in the Advertisement or Invitation For Bid, or prior to any extension thereof issued to the bidders. Bids received in County Purchasing Department after submission deadline shall be returned unopened and will be considered void and unacceptable. Owner is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in County Purchasing Department shall be the official time of receipt.
- C. Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his/her bid or any part thereof for ninety (90) consecutive calendar days after the time designated for the receipt of bids in the Advertisement or Invitation For Bid.
- D. Bids shall not contain any recapitulation of the Work to be done.
- E. The Bidder shall make no additional stipulations on the Bid Form nor limit or qualify his/her bid in any other manner. Bids so qualified will be subject to disqualification.
- F. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.6 DISCREPANCIES AND AMBIGUITIES

Any interpretations, corrections and/or changes to an Invitation For Bid and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than ten (10) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid, by facsimile, E-mail transmission or mailed via the US Postal Service.

- 1.6.1 Addenda will be transmitted to all that are known to have received a copy of the IFB and related Specifications. However, it shall be the sole responsibility of the Bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. Collin County eBid at <https://collincountytx.ionwave.net>; telephoning Purchasing

Department directly, etc.) prior to opening/receipt date and time to insure Bidder's receipt of any addenda issued. Bidder shall acknowledge receipt of all addenda.

1.7 SUBSTITUTIONS

- A. Each bidder represents that his/her bid is based upon the materials and equipment described in the Bidding Documents.
- B. No substitution will be considered unless written request has been submitted for approval at least ten (10) consecutive calendar days prior to the date for receipt of bids. Substitution Request Form shall be submitted by email to jgriffin@co.collin.tx.us.
- C. If the Engineer and Owner approves a proposed substitution, such approval will be set forth in an Addendum.

1.8 QUALIFICATION OF BIDDERS

- A. Within seven (7) consecutive calendar days following bid opening, the apparent low bidder shall submit with a properly executed Contractor's Qualification Statement as evidence to establish bidder's financial responsibility, experience and possession of such equipment as may be needed to prosecute the work in an expeditious, safe and satisfactory manner. This Statement shall include:
 - 1. List of current projects.
 - 2. List of projects completed within the past five years.
 - 3. Experience of key individuals of the organization.
 - 4. Trade and Bank references.
 - 5. A recent financial statement to confirm that the bidder has suitable financial status to meet obligations incidental to performing the work. Audited financial statements are not mandatory. Unaudited financial statements will be accepted. If bidder's firm does, however, have audited statements, please include a copy with your bid.
 - 6. A statement of cost for each major item of Work included in the Bid.
 - 7. A designation of the Work to be performed by the Bidder with his/her own forces.
 - 8. A list of names of the Subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the proposed Subcontractors. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the County or the Architect, after due investigation, has reasonable and substantial objection to any person or organization on such lists. If Owner or Architect has a reasonable and substantial objection to any person or organization on such list, and refuses in writing to accept such person or organization, the Bidder may, at his/her option, withdraw his/her Bid without forfeiture of Bid Security or provide an acceptable substitute. Subcontractors and other persons and organizations proposed by the Bidder and accepted by Owner and Architect must be used on the Work for which they were proposed and accepted, and shall not be changed except with the written approval of Owner and the Architect.
- B. Bidders may be disqualified and their bids not considered for any of the following specific reasons:
 - 1. Reason for believing collusion exists among bidders.
 - 2. The bidder being interested in any litigation against Owner.
 - 3. The bidder being in arrears on any existing contract or having defaulted on a previous contract.

4. Lack of competency as revealed by the financial statement, experience and equipment, questionnaires, or qualification statement.
 5. Uncompleted work which in the judgment of Owner will prevent or hinder the prompt completion of additional work if awarded.
- C. Minimum Standards For Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:
1. have adequate financial resources, or the ability to obtain such resources as required;
 2. be able to comply with the required or proposed delivery/ completion schedule;
 3. have a satisfactory record of performance;
 4. have a satisfactory record of integrity and ethics; and
 5. be otherwise qualified and eligible to receive an award.

Collin County may request representation and other information sufficient to determine Bidder's ability to meet these minimum standards listed above.

- D. In determining to whom to award the contract, the Owner may consider;
1. the purchase price;
 2. the reputation of the bidder/contractor/vendor and of the bidder/contractor/vendor's goods or services;
 3. the quality of the bidder/contractor/vendor's goods or services;
 4. the extent to which the goods or services meet the Owner's needs;
 5. the bidder/contractor/vendor's past relationship with the Owner;
 6. the total long-term cost to the Owner to acquire the bidder/contractor/vendor's goods or services; and
 7. any other relevant factors specifically listed in the Instruction to Bidders..

1.9 PREPARATION OF BID

- A. Bidder shall submit his/her bid on the forms furnished by the Architect. All blank spaces in forms shall be correctly filled in and the bidder shall state the prices, written in words and in figures. Where there is discrepancy between the price written in words and the price written in figures, the price written in words shall govern. If bid is submitted by an individual, his/her name must be signed by him/her or his/her duly authorized agency. If the bid is submitted by a firm, association or partnership, the name and address of each member must be given, and the bid must be signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign bids must be properly certified and must be in writing and submitted with the bid.
- B. Bidder shall bear any/all costs associated with it's preparation of any bid, proposal or submittal.
- C. Public Information Act: Collin County is governed by the Texas Public Information Act, Chapter 552 of the Texas Government Code. All information submitted by prospective bidders during the bidding process is subject to release under the Act.

- D. The Bidder shall comply with Commissioners' Court Order No. 2004-167-03-11, County Logo Policy.

1.10 BID SECURITY

- A. Each bid must be accompanied by Bid Security (in accordance with instructions set forth in section 00100-Advertisement For Bids) made payable to Owner in an amount of five percent (5%) of the bidder's maximum bid price and in the form of a Cashier's Check or a Bid Bond, duly executed by bidder as principal and having as surety thereon, a corporate surety authorized and admitted to do business in the State of Texas and licensed to issue such bond, as a guarantee that the bidder will enter into a Contract and execute required Performance and Payment Bonds within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract.
- B. The Bid Security of the contractor will be retained until such bidder has executed the Contract Agreement and furnished the required Contract Security, whereupon, the Bid Security will be returned. If the contractor fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, Owner may annul the award of contract and the Bid Security of that bidder will be forfeited. The Bid Security of the other bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7th) consecutive calendar day after the effective date of the Agreement or the ninety-fifth (95th) consecutive calendar day after the bid opening, whereupon, the Bid Security furnished by such bidders will be returned. Bid Security with bids which are not competitive will be returned within seven (7) consecutive calendar days after the contract award.
- C. Should the bidder to whom the Contract is awarded refuse or neglect to execute and file the contract and bonds within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, Owner may annul award of Contract and the Bid Security filed with the bid shall become the property of Owner, not as a penalty, but as liquidated damages. Owner reserves the right to award canceled Contract to next responsible, lowest and best bidder as it deems to be in the best interest of the County.
- D. Owner will have the right to retain the bid security of all bidders until either:
 - 1. the Contract has been executed and the bonds have been furnished, or
 - 2. the specified time has elapsed so that bids may be withdrawn, or
 - 3. all bids have been rejected.

1.11 PERFORMANCE BOND, LABOR & MATERIAL PAYMENT BOND

- A. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Performance Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- B. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract, a Payment Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to

Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.

- C. The Contractor must demonstrate to Owner that it can secure the required performance and payment bonds, issued by a corporate surety company authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. Contractor must also demonstrate that the bond is not in excess of ten percent (10%) of the corporate surety company's capital and surplus. To the extent the amount of the bond exceeds ten percent (10%) of the corporate surety company's capital and surplus, such bond will not be accepted unless bidder provides written certification that the corporate surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the corporate surety company's capital and surplus with one or more insurers who are duly authorized, accredited or trusted to do business in the State of Texas. The amount reinsured by any reinsurer must not exceed ten percent (10%) of the reinsurer's capital and surplus.
- D. The Contractor must file with the performance bond and payment bond, all documents and information necessary to establish that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that reinsurance requirements, have been met, including limits and ratings or other evidence of company solvency.
- E. If the corporate surety company on any bond furnished by Contractor to Owner is declared bankrupt or becomes insolvent or such corporate surety company's right to do business in the State of Texas is revoked, the Contractor shall within five (5) consecutive calendar days thereafter substitute another bond and corporate surety company, both of which shall be acceptable to Owner.

1.12 FILING BID

- A. All Bids, proposals, or submittals submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the Invitation for Bid (IFB) number and name. A hard copy paper form bid, proposal, or submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals, bids or proposals shall be mailed or hand delivered to the Collin County Purchasing Department.
- B. No oral, telegraphic or telephonic submittals will be accepted. Bids, proposals, or submittals may be submitted in electronic format via Collin County eBid at <https://collincountytx.ionwave.net>.
- C. All Bids, submittals or proposals submitted electronically via Collin County eBid at <https://collincountytx.ionwave.net> shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.
- D. For hard copy paper form bids, proposals, or submittals, any alterations made prior to opening date and time must be initialed by the signer of the bid, proposal, or submittal, guaranteeing authenticity. Bids, proposals, or submittals cannot be altered or amended after submission deadline.
- E. No bid, proposal, or submittal will be considered unless it is filed with the Owner Purchasing Department within the time limit for receiving bids as stated in the Advertisement for Bids or IFB. Each hard copy paper bid shall be in a sealed envelope plainly marked with the word "BID", and the name and bid number of the project as designated in the Advertisement for Bids or IFB.

1.13 MODIFICATION AND WITHDRAWAL OF BID

- A. No bid, proposal, or submittal may be withdrawn or modified after the bid opening except where the award of the contract has been delayed beyond ninety (90) consecutive calendar days after date of bid opening or as per Texas Local Government Code, Title 8, Chapter 262, Subchapter C., Section 262.0305. Modifications after Award.

1.14 IRREGULAR BID

- A. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids, proposals, or submittals for any or all products and/or services covered in an Invitation For Bid (IFB) and to waive informalities or defects in submittals or to accept such submittals as it shall deem to be in the best interest of Collin County.

1.15 REJECTION OF BID

- A. The bidder acknowledges the right of Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of Owner to reject a bid if the bidder failed to furnish any required Bid Security, or to submit the data required by the Bidding Documents, or if the bid is in any way incomplete or irregular.

1.16 METHOD OF AWARD

- A. In evaluating bids, Owner will consider whether or not the bids comply with the prescribed requirements, base prices, any alternates, unit pricing, completion time, bidder's qualifications, bidder's proposed subcontractors, suppliers, etc., and other data as may be requested in the Bid Documents.
- B. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of bidder, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Bidding Documents to Owner's satisfaction within the prescribed time.
- C. If the contract is to be awarded, it will be awarded to the lowest and best responsible bidder whose evaluation, by Owner, indicates to be in the best interests of the project. If no alternates are selected by Owner, the Owner may award the contract to a responsible bidder who submits the lowest and best bid.
- D. Evaluation of Alternates - Any and/or all or none of the alternates may be considered in evaluation. Owner may award Contract on base bid plus any and/or all or none of the alternates.
- E. Owner anticipates award within ninety (90) consecutive calendar days after bid opening.
- F. The bid, when properly accepted by the County, shall constitute a Contract equally binding between the contractor and Owner. No different or additional terms will become part of this Contract with the exception of a written Change Order, signed by both parties.
- G. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Collin County Purchasing Agent.

1.17 EXECUTION OF CONTRACT

- A. The person or persons, partnership, company, firm, association or corporation to whom a contract is awarded shall within ten (10) consecutive calendar days after such award, sign the necessary contract agreements and submit the required bonds entering into the required Contract with Owner. No contract shall be binding on Owner until it has been executed by Owner or his/her duly authorized representative, and delivered to the Contractor.

1.18 FAILURE TO EXECUTE CONTRACT

- A. The failure of the Bidder to execute the required bonds or to sign the required Contract within ten (10) consecutive calendar days after the Contract is awarded, shall be considered by Owner as abandonment of his/her Bid, and Owner may annul the award, at the Owner's sole discretion.

1.19 PURCHASE ORDER

- A. A purchase order(s) shall be generated by Owner to the contractor. The purchase order number **must** appear on all itemized invoices. Collin County will not be responsible for any orders placed or delivered without a valid purchase order number.

1.20 NOTICE TO PROCEED

- A. Upon the execution and delivery of Bonds, Executed Contract by Contractor, progress schedule, proof of insurance, and all other documents required prior to commencing work herein, Owner will issue a written Notice to Proceed to the Contractor requesting that he/she proceed with construction, and the Contractor shall commence work within ten (10) consecutive calendar days after the date of Notice to Proceed.

1.21 PAYMENT PROCEDURES

- A. Contractor shall submit Applications for Payment in accordance with the Contract, and payments shall be made in accordance with the Contract Documents.
- C. Final Payment: Upon final completion and acceptance of the work, Owner shall pay the remainder of the contract price as recommended by Architect, in accordance with Texas Government Code, Title 10, Subtitle F., Chapter 2251. Contractor(s) is required to pay subcontractors within ten (10) days after the contractor has received payment from the County.
- D. The Contractor understands, acknowledges and agrees that if the Contractor subcontracts with a third party for services and/or material, the primary Contractor (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Contractor and the third party, including any payment dispute, will be promptly remedied by the Contractor. Failure to promptly render a remedy or to make prompt payment to the third party (subcontractor) may result in the withholding of funds from the primary Contractor by Collin County for any payments owed to the third party.

1.22 AFFIDAVIT OF BILLS PAID

- A. Prior to final acceptance of this project by Owner, the Contractor shall execute an affidavit that all bills for labor, materials, and incidentals incurred in the project construction have been paid in full, and that there are no claims pending.

1.23 EXEMPTION FROM STATE OF TEXAS AND LOCAL SALES TAX ON MATERIALS

- A. Owner qualifies for exemption from State and Local Sales Tax pursuant to the provisions of Chapter 151, Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. The Contractor performing this Contract may purchase all materials, supplies, equipment consumed in the performance of this Contract by issuing to his/her suppliers an exemption certificate in lieu of the tax. .

1.24 CONFLICT OF INTEREST

- A. No public official shall have interest, direct or indirect, in this contract, in accordance with Texas Local Government Code Title 5, Subtitle C, Chapter 171.

1.25 ETHICS

- A. The bidder/contractor shall comply with Commissioners Court Order No. 96-680-10-28, Establishment of Guidelines & Restrictions Regarding The Acceptance of Gifts by County Officials & County employees.

1.26 BID COMPLIANCE

- A. Bid must comply with all federal, state, county and local laws concerning this type of project and the fulfillment of all ADA (Americans With Disabilities Act) requirements.
- B. Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- C. All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

1.27 DRUG FREE

- A. All bidders shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 41 U.S.C. 701, and Collin County Commissioners' Court Order No. 90-455-06-11, to its employees and all sub-contractors to insure that Owner maintains a drug-free work place. The use, possession or being under the influence of drugs and/or alcohol while working on this bid project or while on County property is prohibited and may result in removal of an individual from the project and/or immediate termination of contract. The County reserves the right to review drug testing records of any personnel involved in this bid project. The County may require, at contractor's expense, drug testing of contractor's personnel if no drug testing records exists or if such test results are older than six (6) months.
- B. Substances and cut-off levels are as follows:

<u>SUBSTANCE</u>	<u>MAXIMUM LEVEL</u>
Amphetamines	1000 NG/ML
Barbiturates	300 NG/ML
Benzodiazepines	300 NG/ML
Cocaine Metabolite	300 NG/ML
Opiates	300 NG/ML
Phencyclidine (PCP)	25 NG/ML
THC (Marijuana) Metabolite	100 NG/ML
Methadone, Urinary	300 NG/ML
Methaquaone, Urine	300 NG/ML
Propoxyphene	300 NG/ML

1.28 INDEMNIFICATION

A. To the fullest extent permitted by law, the CONTRACTOR and his sureties shall indemnify, defend and hold harmless the OWNER and all of its, past, present and future, officers, agents and employees from all suits, cause of action, claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, of any kind, character, name and description brought or arising, on account of any injuries or damages received or sustained by any person, destruction or damage to any property on account of, in whole or part, the operations of the CONTRACTOR, his agents, employees or subcontractors; or on account of any negligent act or fault of the CONTRACTOR, his agents, employees or subcontractors in the execution of said Contract; failing to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body including those dealing with health, safety, welfare or the environment; on account of the failure of the CONTRACTOR to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the OWNER growing out of such injury or damage. In no event shall OWNER be liable to CONTRACTOR for indirect or consequential damages or loss of income or profit irrespective of the cause, fault or reason for same. CONTRACTOR'S duty to indemnify herein shall not be limited by any limitation on the type or amount of damages payable by or for CONTRACTOR or any Subcontractor under workman's compensation acts, disability benefit acts or any other employee benefit acts.

In addition, the CONTRACTOR likewise covenants and agrees to, and does hereby, indemnify and hold harmless the OWNER from and against any and all injuries, loss or damages to property of the OWNER during the performance of any of the terms and conditions of this Contract, arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, contractors, subcontractors, licenses or invitees of the CONTRACTOR.

The rights and responsibilities provided in this indemnification provision shall survive the termination or completion of this Contract.

1.29 CONSTRUCTION SCHEDULE

- A. The time for completion is set forth herein and will be included in the Contract. All work shall be completed within the consecutive calendar day count shown in the Contractor's bid. The calendar day count shall commence ten (10) consecutive calendar days after the date of the Notice to Proceed.
- B. Prior to the issuance of the Notice to Proceed by Owner, the Contractor shall submit a detailed progress and schedule chart to Owner for review. This chart will be used to assure completion of the job within the number of consecutive calendar days stated in bid documents.

1.30 DELAYS AND EXTENSIONS OF TIME

- A. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.
- B. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period

of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.

- C. Contractor's sole remedy for any delays in the project, which are not the fault of the Contractor, shall be an equitable extension of time to perform the work, required by the Contract. In no event shall the Contractor be entitled to make a claim for delay, impact or acceleration damages against the Owner.

1.31 DAMAGES

A. Should the contractor fail to complete the project within the specified completion schedule the sum of \$375.00 per calendar day will be deducted from the moneys due the contractor for the work. This sum shall not be considered as a penalty, but rather as reasonable liquidated damages, since it would be impracticable or extremely difficult to fix the actual damages. An extension of time may be allowed for delays beyond the control of the contractor at the discretion of Owner.

1.32 TERMINATION

This contract shall remain in effect until any of the following occurs:

- A. completion of project;
- B. acceptance of work ordered; or
- C. termination by either party pursuant to the terms of the Contract with a thirty (30) days written notice prior to cancellation that must state therein the reasons for such cancellation.
- D. Breach of the contract by the Contractor for failure
 1. to meet completion schedules, or
 2. otherwise perform in accordance with these specifications.

Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Contractor.

1.33 PATENTS - COPYRIGHTS

- A. The contractor agrees to protect Owner from any claims involving infringements of patents and/or copyrights. In no event shall Owner be liable to a contractor for any/all suits arising on the grounds of patent(s) or copyright(s) infringement.

1.34 VENUE; GOVERNING LAW

- A. This contract will be governed by the laws of the State of Texas. Should any portion of this contract be in conflict with the laws of the State of Texas, the State laws shall invalidate only that portion. The remaining portion of the contract shall remain in effect. This contract is performable in Collin County, Texas.

1.35 ASSIGNMENT

- A. The contractor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written approval from Collin County Commissioners' Court.

1.36 SILENCE OF SPECIFICATION

- A. The apparent silence of any part of the specification as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of the specification shall be made on the basis of this statement.

1.37 PROVISION CONCERNING ESCALATOR CLAUSES

- A. Bid(s) containing any condition which provides for changes in the stated bid prices due to increase or decrease in the costs of materials, labor, or other items required for this project, will be rejected and returned to the bidder without being considered.

1.38 ESTIMATES OF QUANTITIES

- A. The quantities listed in the Bid Form will be considered as approximate and will be used for the comparison of bids. Payments will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the contract. The quantity of work to be done and the materials may be increased or decreased as provided for in the Contract Documents.

1.39 TREE PROTECTION OUTSIDE LIMITS OF WORK

- A. The Contractor will be required to obtain written authorization from Owner for the removal of any tree three inches (3") in diameter or greater for any area outside the limits of the street right-of-way or slope easement. It is the intent of Owner to preserve as much as possible the natural condition of the floodplains.

1.40 EXCAVATION/TRENCH SAFETY

A. TRENCH SAFETY

The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to trench safety, including those which may be enacted during the performance under this contract. The CONTRACTOR shall be responsible for selecting an appropriate method of providing trench safety after due consideration of the job conditions, location of utilities, pavement conditions and other relevant factors. Slope-back methods which may result in unnecessary displacement of utilities and/or destruction of pavement may not be used without permission from the OWNER. The CONTRACTOR shall be responsible for providing to the OWNER an acceptable trench safety plan signed and sealed by a Professional Architect qualified to do such work and registered in Texas. Devices used to provide trench safety such as trench shields and shoring systems will be likewise certified by professional Architects registered in the State of Texas or by a professional Engineer registered in the state of manufacture of the shield.

B. PAYMENT FOR TRENCH SAFETY

Payment for trench safety shall be by the lineal feet of trench exceeding a depth of five (5) ft. Excavation for slope-back methods shall be subsidiary to the trench safety pay item including replacement and recompaction. Excess excavation for other trench safety methods is also subsidiary to the trench safety pay item. Costs relating to the preparation of the trench safety plan including geotechnical investigation, testing and report preparation fees are all subsidiary to the pay item for trench safety. Should trench safety measures be required

during contract performance where no pay item has been provided, then the CONTRACTOR shall immediately notify the OWNER and, if directed to do so, provide trench safety under the provisions of the contract. Should the OWNER fail to authorize the work, then the CONTRACTOR shall proceed under the provisions of the Contract. Trench safety requirements are mandatory and may not be waived.

C. PAYMENT FOR SPECIAL SHORING

Payment for special shoring, if any, shall be based on the square feet of shoring used.

D. The Contractor must be made aware that on construction projects in which trench excavation will exceed a depth of five feet (5'), the uniform set of general conditions must require that the bid documents and the contract include detailed plans and specifications for adequate safety systems that meet Occupational Safety and Health Administration standards that will be in effect during the period of construction of the project. The Contractor shall provide a separate pay item for trench excavation safety in accordance with the Texas Health & Safety Code Chapter 756. The Contractor shall verify that these plans and specifications include a pay item for these same trench excavation safety systems, in accordance with Texas Government Code, Title 10, Section 2166.303, Uniform Trench Safety Conditions. The contractor shall insure that drainage from adjacent properties is not blocked by his/her excavations. Measurement and payment for excavation/trench safety systems will not be made directly, but considered subsidiary to the work.

E. The Contractor shall be responsible for obtaining and paying for all surveys and testing, including geotechnical surveys and testing, necessary to insure it can comply with all laws regarding adequate trench excavation safety.

1.41 CONSTRUCTION STAKING

A. Architect will provide the Contractor with primary horizontal and vertical control to consist of one construction baseline and two benchmarks.

B. The Contractor shall take all necessary precautions to preserve any and/or all markings and staking. Payment for costs of restaking shall be the responsibility of the Contractor.

1.42 PERMITS

A. Contractor shall be responsible for obtaining all necessary permits.

1.43 MATERIALS TESTING

A. Owner will be responsible for all materials testing.

1.44 WAGE SCALE

A. In accordance with Texas Government Code, Title 10, Section 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following schedule.

Superseded General Decision Number: TX20170289

State: Texas

Construction Type: Building

County: Collin County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018

ASBE0021-011 06/01/2016

Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation)....	\$ 24.32	7.52
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BOIL0074-003 01/01/2017

Rates	Fringes
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BOILERMAKER.....	\$ 28.00	22.35
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CARP1421-002 04/01/2016

Rates	Fringes
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MILLWRIGHT.....	\$ 26.60	8.65
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* ELEV0021-006 01/01/2018

Rates Fringes

ELEVATOR MECHANIC.....\$ 39.97 32.645+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR

(1) Tower Crane.....\$ 29.00 10.60

(2) Cranes with Pile

Driving or Caisson

Attachment and Hydraulic

Crane 60 tons and above.....\$ 28.75 10.60

(3) Hydraulic cranes 59

Tons and under.....\$ 27.50 10.60

IRON0263-005 06/01/2017

Rates Fringes

IRONWORKER (ORNAMENTAL AND

STRUCTURAL).....\$ 23.25 7.32

PLUM0100-005 11/01/2017

Rates Fringes

HVAC MECHANIC (HVAC Unit

Installation Only).....\$ 30.84 11.51

PIPEFITTER (Excludes HVAC

Pipe Installation).....\$ 30.84 11.51

SUTX2014-015 07/21/2014

Rates Fringes

BRICKLAYER.....\$ 21.06 0.00

CARPENTER, Excludes Drywall
Hanging, Form Work, and Metal

Stud Installation.....	\$ 15.78	0.00
CAULKER.....	\$ 15.16	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.04	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.00	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 20.93	3.86
ELECTRICIAN (Communication Technician Only).....	\$ 15.35	1.39
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 17.04	1.39
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.01	2.69
FORM WORKER.....	\$ 11.89	0.00
GLAZIER.....	\$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.74	0.00
INSTALLER - SIGN.....	\$ 15.50	0.00
INSULATOR - BATT.....	\$ 13.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.29	0.00
LABORER: Common or General.....	\$ 10.52	0.00
LABORER: Mason Tender - Brick...	\$ 10.54	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.93	0.00
LABORER: Pipelayer.....	\$ 13.00	0.35

LABORER: Plaster Tender.....	\$ 12.22	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 10.55	0.00
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.83	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69	0.50
OPERATOR: Forklift.....	\$ 13.21	0.81
OPERATOR: Grader/Blade.....	\$ 13.03	0.00
OPERATOR: Loader.....	\$ 13.46	0.85
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.35	5.10
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.24	3.83
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 20.45	4.00
PLASTERER.....	\$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.46	4.06
ROOFER.....	\$ 17.19	0.00

SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	5.97
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.50	0.00
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.25	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.00	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

- B. Except for work on legal holidays, the “Ge
- B. Except for work on legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.
- C. For legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.
- D. For overtime work, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.
- E. Under the provisions of Texas Government Code, Title 10, Section 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.
- F. If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the contract work.

- 1.45 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- 1.46 All warranties shall be stated as required in the Uniform Commercial Code.
- 1.47 The Contractor and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.
- 1.48 Contractor shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Contractor for purposes of solicitation. As exception, Contractor may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 1.49 Contractor shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.
- 1.50 CRIMINAL HISTORY BACKGROUND CHECK: If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County property or facilities. Upon request, Contractor shall provide list of individuals to Collin County Purchasing Department within five (5) working days.
- 1.51 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.

1.52 CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

1.53 NOTICE TO CONTRACTORS: The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown"; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised that the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.

1.54 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER's intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractors process to verify enrollment compliance.

1.55 INSURANCE REQUIREMENTS

A. CONTRACTOR'S INSURANCE

1. Before commencing work, the CONTRACTOR and each subcontractor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverages required herein, indicating the coverage is to remain in force throughout the term of this Contract. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each subcontractor at their own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 30 days advance written notice being given to the OWNER.

2. In addition to any coverage required by Texas Law, the CONTRACTOR shall provide the following coverages at not less than the specified amounts:

B. Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage of not less than \$1,000,000. In addition to these, the CONTRACTOR must comply with all the requirements of the Texas Department of Insurance, Division of Workers' Compensation; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.)

1. By signing this 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 and its subcontractors who will provide services on the Project will be covered by workers compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

2. The CONTRACTOR'S failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the OWNER.

C. Broad form commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, written on an occurrence form, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property, with minimum limits as set forth below:

General Aggregate \$2,000,000

Products — Components/Operations Aggregate \$2,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence \$ 2,000,000

1. The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

C. D. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$1,000,000 for bodily injury (per person), \$1,000,000 for bodily injury (per accident) and \$1,000,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

E. OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER as insured for property damage and bodily injury, which may arise in the prosecution of the Work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

F. "UMBRELLA" LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER shall be named as an additional insured.

G. RAILROAD PROTECTIVE INSURANCE

When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.

H. POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

1. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

- (a) each policy shall name the OWNER as an additional insured as to all applicable coverage;
- (b) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail;
- (c) the term "OWNER" shall include all past, present or future, authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, elected official, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
- (d) the policy phrase "other insurance" shall not apply to the OWNER where the OWNER is an additional insured on the policy;
- (e) all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies;
- (f) each policy shall contain a waiver of subrogation in favor of OWNER, and its, past, present and future, officials, employees, and volunteers; and,

(g) each certificate of insurance shall reference the Project and Contract number, contain all the endorsement required herein, and require a notice to the OWNER of cancellation.

2. Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

(a) any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;

(b) all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas with a financial ratings of A+ VII or better as assigned by BEST Rating Company or equivalent; and

(c) All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

3. CONTRACTOR agrees to the following:

(a) CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;

(b) Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER 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;

(c) Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

(d) No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the Contract Price and the Contract unit prices. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

1.56 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2270.001 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a response to a Collin County solicitation, the vendor will be required to sign the Chapter 2270 Verification form prior to a recommendation of the contract. This Act is effective September 1, 2017.

1.57 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged

in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. This Act is effective September 1, 2017.

Section 004100-Bid Form



Collin County Purchasing

2019-084

**Construction, Collin County Justice Center, Replacement of
Chilled Water Actuators and Valves**

Issue Date: 1/8/2019

Questions Deadline: 1/25/2019 03:00 PM (CT)

Response Deadline: 1/31/2019 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: JD Griffin, CPPB Buyer II

Address: 2300 Bloomdale Rd.

Ste. 3160

Purchasing

Admin. Building

Ste.3160

McKinney, TX 75071

Phone: (972) 548-4116 x

Fax: (972) 548-4694 x

Email: jgriffin@co.collin.tx.us

Event Information

Number: 2019-084
Title: Construction, Collin County Justice Center, Replacement of Chilled Water Actuators and Valves
Type: Invitation for Bid - Construction
Issue Date: 1/8/2019
Question Deadline: 1/25/2019 03:00 PM (CT)
Response Deadline: 1/31/2019 02:00 PM (CT)
Notes: Please log in to view bid documents.

Ship To Information

Address: 4300 Community Ave.
Justice Center
McKinney, TX 75071

Billing Information

Address: 2300 Bloomdale Rd.
Ste. 3100
Auditor
Admin. Building
Ste. 3100
McKinney, TX 75071

Bid Activities

Mandatory Pre-Bid Conference

1/17/2019 10:00:00 AM (CT)

A MANDATORY PRE-BID CONFERENCE will be held by Collin County at Collin County Justice Center Jail Lobby, 4300 Community Ave., McKinney, TX 75071 on Thursday, January 17, 2019, at 10:00 AM in order for bidders to ask questions regarding the proposed work. All bidders desiring to bid the work should have a representative at the pre-bid conference; bidders that do not attend the pre-bid conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. Attendance shall be mandatory at the pre-bid conference.

Intent to Bid

1/25/2019 5:00:00 PM (CT)

Do you intend to submit a bid?

Bid Attachments

LEGAL NOTICE-2019-084.doc

Legal Notice

[Download](#)

Specifications.docx

Specifications

[View Online](#)

Plans.docx

Plans

[View Online](#)

Requested Attachments

Bid Bond

(Attachment required)

BID SECURITY: All Bidders must submit, prior to the bid opening time, a certified check, Cashier's Check or acceptable Bid Bond payable without recourse to Collin County in the amount of not less than five percent (5%) of the total bid plus alternates as submitted. 1. Bid Bond, certified check or Cashier's Check may be mailed or hand delivered to the Office of the Collin County Purchasing Agent, Collin County Administration Building, 2300 Bloomdale Road, Ste 3160, McKinney, TX 75071 and shall be delivered in an envelope, marked plainly on the outside with the Bid Name and Number. 2. Bidders submitting a bid via Collin County eBid shall upload a Bid Bond at <https://collincountytx.ionwave.net> Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered. Failure to submit a copy of bid security prior to bid opening shall be cause for rejection of bid. The original Bid Bond shall be received in the Collin County Purchasing Department no later than close of business on the third working day after the bid opening. Late receipt of original Bid Bond shall be cause for rejection of bid.

2270 Verification

(Attachment required)

W-9

(Attachment required)

Conflict of Interest Questionnaire

Bid Attributes

1	eBid Notice Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial. <hr/> <hr/> <hr/> <i>(Required: Maximum 1000 characters allowed)</i>
2	Contact Information List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation. <hr/> <hr/> <hr/> <hr/> <hr/> <i>(Required: Maximum 4000 characters allowed)</i>
3	Calendar Days Bid Bidder shall state the consecutive calendar days required to complete all work following a notice to proceed. <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px 0;"></div> <i>(Required: Numbers only)</i>

4 Exceptions

Do you take exceptions to the specifications. If so, by separate attachment, please state your exceptions.

Yes No

(Required: Check only one)

5 Insurance

I understand that the insurance requirements of this solicitation are required and a certificate of insurance shall be submitted to the Purchasing department if I am awarded all or a portion of the resulting contract.

Please initial.

(Required: Maximum 1000 characters allowed)

6 Subcontractors

State the business name of all subcontractors and the type of work they will be performing under this contract.

If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

(Required: Maximum 4000 characters allowed)

7 Reference No. 1

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

8 Reference No. 2

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

9 Reference No. 3

List a company or governmental agency where these same/like products /services, as stated herein, have been provided. Texas references preferred.

Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail.

(Required: Maximum 4000 characters allowed)

10 Preferential Treatment

The County of Collin, as a governmental agency of the State of Texas, may not award a contract to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located (Government Code, Title 10, V.T.C.A., Chapter 2252, Subchapter A).

1. Is your principal place of business in the State of Texas?
2. If your principal place of business is not in Texas, in which State is your principal place of business?
3. If your principal place of business is not in Texas, does your state favor resident bidders (bidders in your state) by some dollar increment or percentage?
4. If your state favors resident bidders, state by what dollar amount or percentage.

(Required: Maximum 4000 characters allowed)

1
1 **Debarment Certification**

I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

Please initial.

(Required: Maximum 1000 characters allowed)

1
2 **Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County.

Please initial.

(Required: Maximum 1000 characters allowed)

1
3 **Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor.

By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071.

Please initial.

(Required: Maximum 1000 characters allowed)

1
4

Anti-Collusion Statement

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list.

Please initial.

(Required: Maximum 1000 characters allowed)

1
5

Disclosure of Interested Parties

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section.

Section 2252.908 applies only to a contract entered into on or after January 1, 2016.

Please initial.

(Required: Maximum 1000 characters allowed)

1
6

Notification Survey

In order to better serve our offerors, the Collin County Purchasing Department is conducting the following survey. We appreciate your time and effort expended to submit your bid. Should you have any questions or require more information please call (972) 548-4165.

How did you receive notice of this request?

- Plano Star Courier Plan Room Collin County eBid Notification Collin County Website
- Other

(Required: Check only one)

1
7 **Bid Bond Acknowledgement**

Accompanying this bid, is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the total amount bid. Also accompanying this bid, all the information required in Section 002113 – Instructions to Bidders.
Please initial.

(Required: Maximum 4000 characters allowed)

1
8 **Construction Acknowledgement**

Bidder, declares that the only person or parties interested in this bid are those principals named herein, that his/her bid is made without collusion with any other person, firm or corporation, that he/she has carefully examined the Contract Documents including the Advertisement for Bids, Instruction to Bidders, Construction Agreement, Specifications and the Drawings, therein referred to and has carefully examined the locations, conditions and classes of materials for the proposed work, and agrees that he/she will provide all the necessary labor, machinery, tools, equipment, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein.

Bidder hereby declares that he/she has visited the site of the Work and has carefully examined the Contract Documents pertaining to the Work covered by the above Bid, and he/she further agrees to commence work within ten (10) consecutive calendar days after date of written Notice to Proceed and to substantially complete the work on which he/she has bid within the number of days specified subject to such extensions of time allowed by Specifications.

Bidder certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The prices have been shown in words and figures for each item listed in this bid and it is understood that in the event of a discrepancy, the words shall govern.

Please initial.

(Required: Maximum 1000 characters allowed)

Bid Lines

1 **Bid Grand Total**

(Response required)

Quantity: 1 UOM: lump sum Unit price: \$ Total: \$

Item Notes: Total Material Cost and Total Labor Cost must add up to the Bid Grand Total.

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

Item Attributes

1. Bid Grand Total- Written in Words

The contract award will be based on the total bid price.

(Required: Maximum 4000 characters allowed)

2. Total Material Cost Incorporated in Project

\$

(Required: Numbers only)

3. Total Material Cost Incorporated in Project- Written in Words

(Required: Maximum 4000 characters allowed)

4. Total Labor Cost Incorporated in Project

\$

(Required: Numbers only)

5. Total Labor Cost Incorporated in Project- Written in Words

(Required: Maximum 4000 characters allowed)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

The undersigned hereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is the duly authorized agent of said company and the person signing said bid has been duly authorized to execute same. Bidder affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder or other person or persons engaged in the same line of business; and that the contents of this bid as to prices, terms and conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Print Name

Signature

004313 BID BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

THAT _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

SIGNED, SEALED and DATED this _____ day of _____ 20 _____.

WHEREAS, the Principal is herewith submitting its proposal for IFB 2019-084, Construction, Collin County Justice Center, Replacement of Chilled Water Actuators and Valves.

The condition of the above obligations are such that if the aforesaid Principal shall be awarded the Contract, the said Principal will, within the time required, enter into a Contract and give Bonds, if required, for the faithful performance of the Contract and the prompt payment for labor and materials in the prosecution thereof, then this obligation shall be null and void; otherwise the Principal and Surety will pay unto the OWNER the full penal sum hereof, as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damages occurring to OWNER by reason of Principal's failure to execute said Contract and Bonds.

PROVIDED FURTHER, that if any legal action be filed on this Bond, venue shall lie in _____ County, Texas.

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: _____
Address: _____
Phone Number: _____

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

NOTE: CERTIFIED COPY OF POWER-OF-ATTORNEY SHOULD BE ATTACHED HERETO.

Revised 11/2008

SECTION 004547-CONFLICT OF INTEREST
INFORMATION REGARDING
CONFLICT OF INTEREST QUESTIONNAIRE

During the 79th Legislative Session, House Bill 914 was signed into law effective September 1, 2015, which added Chapter 176 to the Texas Local Government Code. Recent changes have been made to Chapter 176 pursuant to HB23, which passed the 84th Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

http://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

The vendor acknowledges by doing business or seeking to do business with Collin County that he/she has been notified of the requirements under Chapter 176 of the Texas Local Government Code and that he/she is solely responsible for complying with the terms and conditions therein. Furthermore, any individual or business entity seeking to do business with Collin County who does not comply with this practice may risk award consideration of any County contract.

For a listing of current Collin County Officers:

<http://www.collincountytexas.gov/government/Pages/officials.aspx>

The following County employees will be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department/Evaluation Team:

Bill Burke - Director of Building Projects

Brad Harris - Building Projects Coordinator

Purchasing:

Michalyn Rains, CPPO, CPPB – Purchasing Agent

Michelle Charnoski, CPPB – Assistant Purchasing Agent

J. D. Griffin, CPPB – Buyer II

Commissioners' Court:

Chris Hill – County Judge

Susan Fletcher – Commissioner Precinct No. 1

Cheryl Williams – Commissioner Precinct No. 2

Darrell Hale – Commissioner Precinct No. 3

Duncan Webb – Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor 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 appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

SECTION 004548-CHAPTER 2270 VERIFICATION

I, _____, the undersigned representative of
(PRINT NAME)

(COMPANY)

do hereby verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

TITLE

005213 CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into by and between _____, a _____ corporation (hereinafter referred to as “Contractor”), and **COLLIN COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter referred to as “County” or “OWNER”), to be effective from and after the date hereinafter provided.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

CONTRACT SUM

The County shall pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change orders as provided in the Contract Documents. The contract sum shall be the amount of **(\$ _____)**.

EFFECTIVE DATE

This Construction Agreement, having been previously approved by the Commissioners’ Court of Collin County, Texas, shall be effective upon the date of delivery and execution by Contractor, provided the County executes the same within five (5) consecutive calendar days after said delivery and execution by Contractor.

I. CONTRACT GENERAL PROVISIONS

1.1 DEFINITIONS

Words which have well-known technical or construction industry meanings shall have their commonly understood meanings in the Contract Documents, unless a different meaning is stated in the Contract Documents. The following words and expressions, or pronouns used in their place, shall wherever they appear in this contract be construed as follows, unless a different meaning is clear from the context:

Addendum, Bulletin or Letter of Clarification: Any additional contract provisions, or change, revisions or clarification of the Contract Documents issued in writing by the OWNER, to prospective bidders prior to the receipt of bids.

Contract or Contract Documents: The written agreement covering the performance of the work. The Contract and Contract Documents include this written Construction Agreement between OWNER and CONTRACTOR, Advertisement for Bids, Instructions to Bidders, Requests for Proposal, all Addenda, the Specifications, including the general and supplemental special and technical conditions, Drawings, provisions, plans or working drawings — and any supplemental changes or agreements pertaining to the Work or materials therefor; and bonds and any additional documents incorporated by reference in the above.

CONTRACTOR: The person, persons, partnership, firm, corporation, association or organization, or any combination thereof, entering into the contract for the execution of the work, acting directly or through a duly authorized representative.

Other CONTRACTORS: Any contractor, other than the CONTRACTOR or his subcontractors, who has a direct contact with the OWNER for work on or adjacent to the site of the work.

Contract Work or Work: Everything expressly or impliedly required to be furnished and done by the CONTRACTOR by the Contract Documents.

Engineer: The term “Engineer” means the Engineer or his duly authorized representative. The Engineer shall be understood to be the Engineer of the OWNER, and nothing contained in the Contract Documents shall create any contractual or agency relationship between the Engineer and the CONTRACTOR.

Extra Work: Work other than that which is expressly or impliedly required by the Contract Documents at the time of the execution of the contract.

Change Order: A written order to the CONTRACTOR authorizing and directing an addition, deletion or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or the Contract time.

Contract Price: The total amount of money payable to the CONTRACTOR under the terms and conditions of the Contract Documents. When used in such context, it may also mean the unit price of an item of work under the Contract terms.

OWNER’S Representative: The Engineer or other duly authorized assistant, agent, engineer, inspector or superintendent acting within the scope of their particular duties.

Drawings or Contract Drawings: Those drawings that are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, including but not limited to, the plans, elevations, sections, details, schedules, diagrams, any bulletin, or any detailed drawing furnished by the OWNER, pertaining or supplemental thereto.

Specifications: Those portions of the Contract Documents that specify the requirements for materials, equipment, systems, standards and workmanship for performance of the Work, and related services.

Inspector: Any representative of the OWNER designated to inspect the work.

Materialman or Supplier: Any subcontractor contracting with the CONTRACTOR, or any of his subcontractors, to fabricate or deliver or who actually fabricates or delivers materials, supplies or equipment to be consumed or incorporated into the Work.

Notice: Written notice effective the date of the postmark thereon, or if hand delivered, effective the date of hand delivery.

OWNER: COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas. The term OWNER means the OWNER or its authorized representative.

Payment Bond: A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of payment bond beneficiaries supplying labor and materials in the prosecution of the Contract Work.

Performance Bond: A bond in the amount of the Contract executed by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects as security furnished by the CONTRACTOR and his sureties solely for the protection of the Owner, conditioned on the faithful performance of the Contract Work in accordance with the plans, specification, and Contract Documents.

Maintenance Bond: A bond executed by a corporate surety for 10% of the Contract Price that complies with all Texas Laws, including but not limited to, Chapter 3503 of the Texas Insurance Code, guaranteeing the prompt, full and faithful performance of the general guaranty and warranty contained in the Contract Documents, and Texas Law.

Project: The total construction of the work described in the Contract Documents performed by the Contractor, Other Contractor or the Owner in whole or part.

Proposal: The written statement or statements duly submitted to the OWNER by the person, persons, partnership, company, firm, association or corporation proposing to do the Work contemplated, including the approved form on which the formal bids for the Work are to be proposed.

Plan, or Plans: The plans are the drawings or reproductions therefrom made by the Owner or Owner's Representative and approved by the Owner showing the dimensions, location, design and position of the various elements of the Project and Work, including plans, elevations, sections, details, schedules, diagrams, working drawings, preliminary drawings, and such supplemental drawings as the Owner may issue to clarify other drawings or for the purpose of showing changes in the Contract Work authorized by the Owner, or for showing details not shown therein.

Special Provisions or Conditions: The special clauses of the Contract, or Contract Documents, setting forth conditions or requirements peculiar to the specific Project involved, supplementing the standard or general specifications and taking precedence over any conditions or requirements of the standard or general specifications with which they are in conflict.

Specifications or Contract Specifications: All of the general, special and technical conditions or provisions, and all addendum or supplements thereto consisting of written requirements for materials, equipment, systems, standards and performance of the work.

Site: The area upon or in which the CONTRACTOR'S operations are carried on, and such other areas adjacent thereto as may be designated as such by the OWNER.

Subcontractors: Any persons, firm or corporation, other than employees of the CONTRACTOR, who or which contracts with the CONTRACTOR to furnish, or who actually furnishes, labor and/or materials and equipment at or about the site.

Sureties: The corporate bodies which are bound by such bonds as are required with and for the CONTRACTOR. The sureties engaged to be responsible for the entire and satisfactory fulfillment of the Contract and for any and all requirements as set out in the specifications, Contract or plans.

The Work: All work including the furnishing of all labor, materials, tools, equipment, required submittals and incidentals to be performed by the CONTRACTOR under the terms of the Contract.

Directed, Required, Approved and Words of Like Import: Whenever they apply to the Work or its performance, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “established,” “prescribed” and words of like import used in the Contract, specifications or upon the drawings shall imply the direction, requirement, permission, order, designation or prescription of the OWNER; and “approved,” “acceptable,” “satisfactory” and words of like import shall mean approved by, acceptable to or satisfactory to the OWNER.

Equal: Materials, articles or methods which are of equal or higher quality than those specified or shown on the drawings and as further defined in the “or equal” clause. Substitution of Materials shall be determined by the Engineer at his or her discretion, and approved by the Owner.

Working Time, Completion Time or Contract Time: The time set forth in the Contract for the performance and completion of the Work contracted for. The time may be expressed as calendar days, working days or a specific date.

Calendar Day or Days: Any successive days of the week or month, no days being excepted.

Working Day: A working day is defined as a calendar day not including Saturdays, Sundays or those legal holidays as specified in the list prepared by the OWNER for contract purposes. Nothing in this definition shall be construed as prohibiting the CONTRACTOR from working on Saturdays if he so desires, however permission of the OWNER shall be necessary if the CONTRACTOR chooses to work on Saturday. Work on Sundays shall not be permitted without the written permission of the OWNER. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as week days. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the contract.

CONTRACT DOCUMENTS

- 1.2 The parties agree that the Contract Documents shall consist of the following documents in addition to any other documents referenced or incorporated herein:

- A. This written Construction Agreement, including any changes or modifications;
- B. All addenda including the following listed and numbered addenda:
 Addendum No. 1 dated _____ Received _____
 Addendum No. 2 dated _____ Received _____
 Addendum No. 3 dated _____ Received _____
- C. Advertisement for Bids, Instructions to Bidder, the Invitation to Bid and Bid Form;
- D. The Special/Supplemental Conditions;
- E. The Specifications and the Project Drawings (if any);
- F. The Construction Details shown on plans;
- G. The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums;
- H. The Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price;
- I. The Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price; and,

1.2.1 PRIORITY OF THE CONTRACT DOCUMENTS

These Contract Documents (A through I above) form the Construction Agreement and are a part of this Construction Agreement as if fully set forth herein. In the event of an inconsistency in any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

1.2.2 THE CONTRACT

The Contract Documents form the Contract. The Contract represents the entire integrated agreement between the OWNER and the CONTRACTOR and supersedes all prior negotiations, and representations by either party.

1.3 CORRELATION AND INTENT OF DOCUMENTS

The Contract Documents are complementary and what is called for by any one shall be as binding as if called for by all. The intent of the documents, unless otherwise specifically provided, is to produce complete and finished work, which the CONTRACTOR undertakes to do in full compliance with the Contract Documents. It is not intended to mention every item of work in the specifications which can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the specifications. All materials or labor for work shown on the drawings or reasonably inferable therefrom as being necessary to produce a finished job shall be provided by the CONTRACTOR whether or not same is expressly covered in the specifications. No verbal conversation, understanding or agreement with any officer or employee or agent of the OWNER, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions or obligations contained in the Contract Documents.

1.3.1 CONTRACT DRAWINGS AND SPECIFICATIONS

The OWNER shall furnish the CONTRACTOR one copy of the Contract Drawings and any supplemental drawings and specifications reasonably necessary for the proper execution of the work. At least one copy of all drawings and specifications shall be accessible at all times to the OWNER at the job site.

1.3.2 SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS

In order to carry out the intent of the Contract Documents and to assist the CONTRACTOR in performing its work, the OWNER, after the execution of the Contract, may, by supplemental drawings, specifications or otherwise, furnish additional information or instructions as may be necessary for construction purposes.

All such supplemental drawings, specifications or instructions are intended to be consistent with the Contract Documents and reasonably inferable therefrom. Therefore, no extra costs shall be allowed by the OWNER on a claim that particular supplemental drawings, specifications or instructions differ from the requirements of the Contract Documents, incurring extra costs, unless the CONTRACTOR has first brought the matter, in writing, to the OWNER'S attention for adjustment before proceeding with the work covered by such.

If the OWNER decides that there is no departure from the requirements of the Contract Documents, the CONTRACTOR shall then proceed with the work as shown, specified or directed. If the OWNER shall decide that Extra Work is involved, he shall so modify the supplemental drawings, specifications or instructions to eliminate the Extra Work, or cause a written Change Order to be issued in accordance with the Contract Documents.

1.3.3 ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

The CONTRACTOR shall not take advantage of any apparent errors, omissions or discrepancies in the drawings or specifications; and the Architect or Engineer shall be permitted to make such corrections or interpretations as may be necessary for the fulfillment of the intent of the Contract Documents. In case of any errors, omissions or discrepancies in the drawings or specifications, the CONTRACTOR shall promptly submit the matter to the OWNER or OWNER'S Representative in writing who, in turn, shall promptly make a determination and issue the necessary instructions in writing. Any adjustment by the CONTRACTOR without this determination and instructions shall be at the CONTRACTOR'S own risk and expense. The Work is to be made complete as intended by the Contract Documents.

1.3.4 EXISTING STRUCTURES

The plans show the general locations of some known surface and subsurface structures. The locations of many gas mains, water mains, conduits, sewers, other utilities, etc., however, are unknown, and the OWNER assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their

exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for Extra Work or for increasing the pay quantities in any manner whatsoever. The CONTRACTOR shall be solely responsible for locating all gas mains, water mains, conduits, sewers, other utilities etc., so as to perform the Work without damaging the same.

II. THE WORK

2.1 SCOPE OF WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents in connection with **IFB 2019-084, Construction, Collin County Justice Center, Replacement of Chilled Water Actuators and Valves.**

2.2 CHANGE OR MODIFICATION OF CONTRACT

2.2.1 ALTERATION OF PLANS AND SPECIFICATIONS

The OWNER reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the Work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract or bonds. Such changes shall be issued by the Engineer.

2.2.2 INCREASED OR DECREASED QUANTITIES OF WORK

The OWNER reserves the right and may from time to time, by written order, and without notice to any surety, make changes in the quantity or time of performance of the Work, as may be considered necessary or desirable and such changes shall not be considered as waiving or invalidating any conditions or provisions of the Contract or bonds. The CONTRACTOR shall perform all the Contract Work in strict compliance with the Contract Documents, and shall not make any changes to the Work without prior written authorization from the OWNER, in the form of a written Change Order. If such changes increase or decrease either the cost or the time necessary for the performance of the Work, then the parties will mutually agree upon an equitable adjustment to the price or time to perform the Work pursuant to the terms of the Contract.

2.2.3 EXTRA WORK/CHANGE ORDERS

When any work is necessary to the proper completion of the Project and for which no prices are provided for in the Bid or Proposal and Contract, the CONTRACTOR shall do such work, but only when and as ordered in writing by the OWNER. The OWNER may order changes in the Work without invalidating Contract. Payment for Extra Work shall be made as provided herein. Contractor agrees that overhead and profit for Extra Work shall not exceed 10% of the total cost of the Extra Work. The Contractor shall not be entitled to any additional funds for any work or Extra Work performed on the Project, unless a Change Order is issued and signed by the Owner.

The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits. Nothing in this section shall give rise to any claims for any delay or acceleration damages, and the CONTRACTORS sole remedy for any delays in the Project shall remain an equitable extension of time as provided for in the Contract Documents. CONTRACTOR acknowledges and agrees to waive all rights or claims for compensation for any additional or other work not specifically authorized by the OWNER.

2.3 DISPUTED WORK AND CLAIMS FOR ADDITIONAL COMPENSATION

If the CONTRACTOR is of the opinion that (a) the work necessary or required to accomplish the result intended by this Contract, or (b) any work ordered to be done as Contract Work by the OWNER is Extra Work and not Contract Work, or (c) any determination or order of the OWNER violates the terms and provisions of this Contract, the CONTRACTOR shall promptly, either before proceeding with such work or complying with such order or determination, notify the OWNER in writing of his contentions with respect thereto and request a final determination thereof.

Such determination of the OWNER shall be given in writing to the CONTRACTOR. If the OWNER determines that the work in question is Extra Work and not Contract Work, or that the order complained of requires performance by the CONTRACTOR beyond that required by the Contract or violates the terms and provisions of the Contract, thereupon the OWNER shall cause either (a) the issuance of a written Change Order covering the Extra Work as provided herein, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the Contract.

If the OWNER determines that the work in question is Contract Work and not Extra Work, or that the determination or order complained of does not require performance by the CONTRACTOR beyond that required by the Contract or violate the terms and provisions of the Contract, he shall direct the CONTRACTOR to proceed, and the CONTRACTOR must promptly comply. In order to reserve his right to claim compensation for such work resulting from such compliance, however, the CONTRACTOR must, within 20 calendar days after receiving the OWNER'S determination and direction, notify the OWNER in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the CONTRACTOR fails to so appeal to the OWNER for a determination or, having so appealed, should the CONTRACTOR thus fail to notify the OWNER in writing of his protest, the CONTRACTOR shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this item.

In addition to the foregoing requirements, the CONTRACTOR shall, upon notice from the OWNER, for a minimum period of three (3) years following final payment or termination of contract, produce for examination and audit at the CONTRACTOR'S office, by the

representatives of the OWNER, all his books and records showing all of his acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the CONTRACTOR may be present.

Unless the aforesaid requirements and conditions are complied with by the CONTRACTOR, the OWNER shall be released from all claims arising under, relating to or by reason of disputed work or Extra Work. It is further stipulated and agreed that no conduct on the part of the OWNER or any agent or employee of the OWNER shall ever be construed as a waiver of the requirements of this section, when such requirements constitute an absolute condition precedent to any approval of any claim for extra compensation, notwithstanding any other provisions of the Contract Documents; and in any action against the OWNER to recover any sum in excess of the contract amount, the CONTRACTOR must allege and prove strict compliance with the provisions of this section. The CONTRACTOR ASSUMES THE RISK OF NONPAYMENT, for failing to comply with any of the requirements of this section.

III. CONTRACTORS RESPONSIBILITIES

3.1 CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND ASSURANCES.

In consideration of, and to induce the award of this contract to him, the CONTRACTOR represents and warrants: (a) That he is financially solvent, and sufficiently experienced and competent to perform the work; (b) That the facts stated in the proposal and the information given by him pursuant to the bidding documents are true and correct in all respects; (c) That he has read, understood and complied with all the requirements set forth in the bidding documents; (d) That he is familiar with and understands all laws and regulations applicable to the work; and (e) unless otherwise specifically provided for in the Contract Documents, the CONTRACTOR shall do all the Work and shall furnish all the tools, equipment, machinery, materials, labor and appliances, except as herein otherwise specified, necessary or proper for performing and completing the work required by this Contract, in the manner and within the time herein prescribed.

By executing the contract, the CONTRACTOR represents that he has visited the site of Work, has fully familiarized himself with the local and on-site conditions under which the work is to be performed and has correlated his observation with the requirements of the Contract Documents. In addition, the CONTRACTOR represents that he has satisfied himself as to subsurface conditions at the site of the Work. Information, data and representations contained in the Contract Documents pertaining to the conditions at the site, including subsurface conditions, are for information only and are not warranted or represented in any manner to accurately show the conditions at the site of the Work. The CONTRACTOR agrees that he shall make no claims for damages, additional compensation or extension of time against the OWNER because of encountering actual conditions in the course of the Work which vary or differ from conditions or information contained in the Contract Documents. All risks of differing subsurface conditions shall be borne solely by the CONTRACTOR.

The CONTRACTOR shall carefully study and compare the Contract Documents and shall at once report to the OWNER any error, inconsistency or omission he may discover. The CONTRACTOR shall perform no portion of the Work at any time without Contract Documents or, where required, approved shop drawings, product data or samples for such portion of the work.

3.1.1 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

A. Shop drawings are drawings, diagrams, schedules and other data specially prepared for the work by the CONTRACTOR or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CONTRACTOR to illustrate a material, product or system for some portion of the work.

C. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the work shall be judged.

D. the CONTRACTOR shall provide, review, approve and submit to the Engineer with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the OWNER or any separate contractor, all shop drawings, product data and samples required by the Contract Documents. The Work will be performed in accordance with submittals approved by the Engineer. The CONTRACTOR shall not be relieved responsibility for deviations from the requirements of the Contract Documents by errors or omissions by the OWNER or Engineer in approving Shop Drawings, Product Data, samples or any other submittals.

E. By approving and submitting shop drawings, product data and samples, the CONTRACTOR represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or shall do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

F. As the Engineer's review is only for general conformance with the requirements of the Contract Documents, the CONTRACTOR shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Engineer's approval of shop drawings, product data or samples unless the CONTRACTOR has specifically informed the Engineer in writing of such deviation at the time of submission and the Engineer have given written approval to the specific deviation. The CONTRACTOR shall not be relieved from responsibility for errors or omissions in the shop drawings, product data or samples by the Engineer's approval thereof. The CONTRACTOR shall direct specific attention, in writing or on resubmitted shop drawings, product data or samples, to revisions other than those requested by the Engineer on previous submittals.

G. the CONTRACTOR shall be responsible for delays caused by rejection of the submittal of inadequate or incorrect shop drawings, product data or samples. The CONTRACTOR shall be responsible for seeing that any “approved” copies of shop drawings bearing the approval of the Engineer are allowed on the job site. The CONTRACTOR shall be responsible for providing all copies of approved shop drawings necessary for the construction operations.

H. the CONTRACTOR shall keep adequate records of submittal and approvals so that an accurate up-to-date record file is maintained at the job site at all times.

I. No portion of the work requiring submission of a shop drawing, product data or sample shall be commenced until the submittal has been approved by the Engineer. All such portions of the work shall be in accordance with approved submittals.

3.1.2 SURETY BONDS

With the execution and delivery of the contract, the CONTRACTOR shall furnish and file with the OWNER in the amounts herein required, the surety bonds specified hereunder. Without exception, the OWNER’S bond forms, attached hereto as Section 00610 must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as the county in which the OWNER’S principal office is located. Such surety bonds shall be in accordance with Texas Law, including but not limited to, the provisions of Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the surety, but in no event shall a change which reduces the contract amount reduce the penal amount of such bonds.

A. Performance Bond. A good and sufficient bond in an amount not less than 100 percent of the total amount of the Contract Price guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the plans, specifications and Contract Documents, including any extensions thereof, for the protection of the OWNER. This bond shall provide for the repair and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one year from the date of completion and acceptance of the improvement by the OWNER or such lesser or greater period as may be designated in the Contract Documents.

B. Payment Bond. A good and sufficient bond in an amount not less than 100 percent of the total amount of the Contract Price guaranteeing the full and proper protection of all payment bond beneficiaries and claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant.

C. Sureties. No sureties shall be accepted by the OWNER who are now in default or delinquent on any bonds or who are interested in any litigation against the OWNER. All bonds shall be made on forms furnished by the OWNER and shall be executed

by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the OWNER. The sureties shall be listed in the most current Federal Register Treasury List. Each bond shall be executed by the CONTRACTOR and surety. Each surety shall designate an agent resident in the OWNER'S jurisdictional area acceptable to the OWNER to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. The OWNER reserves the right to reject any and all sureties.

D. Additional or Substitute Bonds. If at any time the OWNER is or becomes dissatisfied with any surety, then upon the performance or payment bond, the CONTRACTOR shall, within five days after notice from the OWNER to do so, substitute an acceptable bond (or bonds), or provide an additional bond, in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such bonds shall be paid by the CONTRACTOR without recourse to the OWNER. No further payments under the contract shall be deemed due or payable until the substitute or additional bonds shall have been furnished and accepted by the OWNER.

3.1.3 PERMITS AND FEES

The CONTRACTOR shall secure and pay for all building permits and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are normally and legally required for the construction of similar projects in the State of Texas. The CONTRACTOR will give all notices required by laws, ordinances, rules, regulations and lawful orders of authorized public authorities required for the proper and legal performance of the Work.

3.14 CONTRACT DOCUMENTS AT SITE

The CONTRACTOR shall keep and maintain at the Project site one record copy of the Contract Documents, including but not limited to, the Drawings, Specifications, addenda, Change Orders, submittals, Product Data, Samples and other modifications, in good order and marked to show the current construction of the Project. These documents shall be available to the OWNER or Engineer to review at any time and shall be submitted to the OWNER upon completion of the Project, along with a complete set of as built drawings.

3.2 CONTRACTOR'S RESPONSIBILITIES

3.2.1 PERFORMANCE OF THE WORK

In addition to those matters elsewhere expressly made the responsibility of the CONTRACTOR, the CONTRACTOR shall have the full and direct responsibility for the performance and completion of the Work under this Contract and for any act or neglect of the CONTRACTOR, his agents, employees or subcontractors. He shall bear all losses, if any, resulting on account of the amount and character of the Work,

or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements or other causes.

3.2.2 MEANS AND METHODS OF CONSTRUCTION

Unless otherwise expressly provided in the contract drawings, specifications or bulletins, the means and methods of construction shall be such as the CONTRACTOR may choose; subject, however, to the OWNER'S right to prohibit means and methods proposed by the CONTRACTOR which in the OWNER'S judgment:

- A. shall constitute a hazard to the Work, or to persons or property, or shall violate express requirements of applicable laws or ordinances; or
- B. shall cause unnecessary or unreasonable inconvenience to the public; or
- C. shall not produce finished work in accordance with the requirements of the Contract Documents; or
- D. shall not assure the Work to be completed within the time allowed by the contract.

The OWNER'S approval of the CONTRACTOR'S means or methods of construction, or the OWNER'S failure to exercise his right to prohibit such means or methods, shall not relieve the CONTRACTOR of his responsibility for the Work or of his obligation to accomplish the result intended by the Contract Documents; nor shall the exercise or non-exercise of such rights to prohibit create a cause of action for damages or provide a basis for any claim by the CONTRACTOR against the OWNER. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, procedures, and for the safety precautions and programs in connection with the Work or the Project.

If the Contract Documents specify any means, methods, techniques, sequences or procedures, the CONTRACTOR shall evaluate said specifications and determine that they are safe for the proper prosecution of the Work. The CONTRACTOR shall be solely responsible for the job site safety of such means, methods, techniques, sequences or procedures. If the CONTRACTOR determines the specified means, methods, techniques, sequences or procedures may not be safe, the CONTRACTOR shall immediately notify the OWNER and Engineer and shall not proceed without further instructions.

3.2.3 CONSTRUCTION SCHEDULE

The CONTRACTOR, immediately after being awarded the contract, shall prepare and submit for the OWNER or Engineer's information an estimated progress schedule for the work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and

reasonable execution of the work, not to exceed the time limits for completion provided in the Contract Documents. The progress schedule shall be updated as the Work proceeds or the schedule changes and immediately upon request by the OWNER. The CONTRACTOR shall also prepare a schedule of submittals that allows for a reasonable time for the OWNER or Engineer to review the submittals so as not to delay the Project.

3.2.4 TIME OF PERFORMANCE OF THE WORK

The CONTRACTOR shall begin the work to be performed under this Contract not later than 10 days from the date specified in the purchase or work order and shall conduct the work in such a manner and with sufficient equipment, material and labor as is necessary to insure its completion within the working time. It is the intent of this specification to provide a continuous construction operation without delay except as occasioned by unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, and it shall be the CONTRACTOR's responsibility to execute the work in the most expeditious manner.

Work shall be done only during the regular and commonly accepted and prescribed working hours. No work shall be done on nights, Sundays or regular holidays unless permission is given by the OWNER

Time is of the Essence for the performance of the Work by the CONTRACTOR. CONTRACTOR agrees that the time allotted for the performance of the Work is reasonable.

3.2.5 PERFORMANCE OF EXTRA OR DISPUTED WORK

While the CONTRACTOR or his subcontractor is performing Extra Work in accordance with the OWNER'S written order, the cost of which is to be determined on a time and material basis, or is performing disputed work or complying with a determination or order under protest, the CONTRACTOR shall, on the Monday following the performance of the work, furnish the OWNER'S representative at the site with three copies of verified statements showing:

A. the name, address and telephone number of each workman employed on such Extra Work or engaged in complying with such determination or order, the character of Extra Work each is doing and the wages paid to him, including the rate and amount of payroll taxes, contributions for insurance, and federal social security; and

B. the nature, cost and quantity of any materials, plant equipment or construction equipment furnished or used in connection with the performance of such Extra Work or in complying with such determination or order, and from whom purchased or rented, along with copies of invoices for such materials, plant equipment or construction equipment.

The CONTRACTOR and his subcontractors, when required by the OWNER, must also produce for inspection for a minimum period of three (3) years following final payment or termination of contract, produce for examination and audit by designated OWNER representatives, any and all of his books, vouchers, records, daily job diaries and reports, canceled checks, etc. showing the nature and quantity of labor, materials and equipment actually used in the performance of the Extra Work; the amounts expended therefore; and the costs incurred for insurance premiums and other items of expense directly chargeable to such Extra Work. The CONTRACTOR must permit the OWNER'S representatives to make extracts therefrom or copies thereof as may be desired.

Failure of the CONTRACTOR to comply strictly with the requirements of this section shall constitute a waiver of any claim for extra compensation on account of the performance of such Extra Work.

3.3 QUALITY OF WORK

3.3.1 INSPECTION AND TESTS

The CONTRACTOR shall furnish the OWNER with every reasonable accommodation and opportunity to ascertain whether or not the work performed is in accordance with the requirements and intent of the plans and specifications. Any work done or materials used without suitable inspection by the OWNER may be ordered removed and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the OWNER in his administration of the contract, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.

Unless otherwise provided, the CONTRACTOR shall make arrangements for all tests, inspections and approvals with an independent testing laboratory or entity required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction over the Work or items to be tested, inspected or approved. If additional testing or inspection is required they shall be performed at the CONTRACTOR'S expense.

3.3.2 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

All work which has been rejected or condemned shall be repaired, or if it cannot be repaired satisfactorily, it shall be removed and replaced at the CONTRACTOR'S expense. Defective materials shall be immediately removed from the site of the work. Work done without line and grade having been given, work done beyond the lines or not in conformity with the grades shown on the plans or as given, save as herein provided, work done without written authority and prior agreement in writing as to process, shall be done at the CONTRACTOR'S risk and shall be considered

unauthorized and at the option of the OWNER may be ordered removed at the CONTRACTOR'S expense.

Upon failure of the CONTRACTOR to repair satisfactorily or to remove and replace, if so directed, rejected, unauthorized or condemned work or materials immediately after receiving notice from the OWNER, the OWNER shall, after giving written notice to the CONTRACTOR, have the authority to cause defective work to be remedied or removed and replaced, or to cause unauthorized work to be removed and to deduct the cost thereof from any monies due or to become due the CONTRACTOR. Alternatively, the OWNER may, at its option, declare the CONTRACTOR in default.

3.3.3 WORKING AREA; COORDINATION WITH OTHER CONTRACTORS; FINAL CLEANUP

The CONTRACTOR shall confine his equipment, storage of materials and construction operations to the area shown on the contract drawings or stated in the specifications, prescribed by ordinance, laws, or permits or as may be directed by the OWNER, and shall not unreasonably encumber the site or public right-of-way with his construction equipment, plant or materials.

Such area shall not be deemed for the exclusive use of the CONTRACTOR. Other contractors of the OWNER may enter upon and use such portions of the area and for such items as determined by the OWNER are necessary for all purposes required by their contracts. The CONTRACTOR shall give to such other contractors all reasonable facilities and assistance to the end that the work on this and other contracts shall not be unduly or unreasonably delayed. Any additional areas desired by the CONTRACTOR for his use shall be provided by him at his own cost and expense.

The CONTRACTOR is responsible for cutting, fitting or patching any parts of the Work where such work is necessary to make the Work complete, for parts to fit together, or for any damage to the Work prior to Final Acceptance.

The CONTRACTOR shall keep the Project and the surrounding area clean and free from the accumulation of waste materials or trash. Upon completion of the work and before final acceptance and final payment shall be made, the CONTRACTOR shall completely clean and remove from the site of the work surplus and discarded materials, temporary structures and debris of every kind. He shall leave the site of the work in a neat and orderly condition equal to that which originally existed, or as called for in the Contract Documents. Surplus and waste materials removed from the site of the work shall be disposed of at locations satisfactory to the OWNER, and at the CONTRACTOR'S sole cost.

3.4 LEGAL RESPONSIBILITIES

3.4.1. PATENTS AND COPYRIGHTS

The CONTRACTOR shall pay all royalties and license fees and shall provide, by suitable legal agreement with the patentee or owner, for the use of any design, device, material or process covered by letters, patent or any copyright. The CONTRACTOR shall indemnify, defend, hold and save the OWNER and its officers, employees and agents harmless from all liability and claims for infringement of any patent or copyright.

In the event that any claims, suit or action at law or in equity of any kind whatsoever is brought against the OWNER, or its officers, employees or agents involving any such patents, copyrights or license rights, then the OWNER shall have the right to and may retain from any money due or to become due to the CONTRACTOR such sum deemed necessary by the OWNER for its protection until such claim or suit shall have been settled and satisfactory evidence to that effect shall have been furnished the OWNER.

3.4.2 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR and his sureties shall indemnify, defend and hold harmless the OWNER and all of its, past, present and future, officers, agents and employees from all suits, cause of action, claims, liabilities, losses, fines, penalties, liens, demands, obligations, actions, proceedings, of any kind, character, name and description brought or arising, on account of any injuries or damages received or sustained by any person, destruction or damage to any property on account of, in whole or part, the operations of the CONTRACTOR, his agents, employees or subcontractors; or on account of any negligent act or fault of the CONTRACTOR, his agents, employees or subcontractors in the execution of said Contract; failing to comply with any law, ordinance, regulation, rule or order of any governmental or regulatory body including those dealing with health, safety, welfare or the environment; on account of the failure of the CONTRACTOR to provide the necessary barricades, warning lights or signs; and shall be required to pay any judgment, with cost, which may be obtained against the OWNER growing out of such injury or damage. In no event shall OWNER be liable to CONTRACTOR for indirect or consequential damages or loss of income or profit irrespective of the cause, fault or reason for same. CONTRACTOR'S duty to indemnify herein shall not be limited by any limitation on the type or amount of damages payable by or for CONTRACTOR or any Subcontractor under workman's compensation acts, disability benefit acts or any other employee benefit acts.

In addition, the CONTRACTOR likewise covenants and agrees to, and does hereby, indemnify and hold harmless the OWNER from and against any and all injuries, loss or damages to property of the OWNER during the performance of any of the terms and conditions of this Contract, arising out of or in connection with or resulting from, in whole or in part, any and all alleged acts or omissions of officers, agents, servants, employees, contractors, subcontractors, licenses or invitees of the CONTRACTOR.

The rights and responsibilities provided in this indemnification provision shall survive the termination or completion of this Contract.

3.5 SUPERVISION AND CONSTRUCTION PROCEDURES

3.5.1. SUPERVISION BY CONTRACTOR

The status of the CONTRACTOR is that of an independent CONTRACTOR under Texas law and the work under this Contract shall be under the direct charge and superintendence of the CONTRACTOR. Except where the CONTRACTOR is an individual and gives his personal superintendence to the work, the CONTRACTOR shall provide a competent superintendent or general foreman on the work site at all times during progress with full authority to act for the CONTRACTOR. The CONTRACTOR shall also provide an adequate staff for the coordination and expediting of the Work.

The superintendent and staff shall be satisfactory to the OWNER. The superintendent or general foreman shall not be changed during this Contract except with the written consent of the OWNER or unless the superintendent or general foreman proves unsatisfactory to the CONTRACTOR and ceases to be in his employ.

If the superintendent should be or become unsatisfactory to the OWNER, he shall be replaced by the CONTRACTOR upon written direction of the OWNER, and in such event, the CONTRACTOR shall not be entitled to file a claim for any additional working time or money from the OWNER.

3.5.2 EMPLOYEES

The CONTRACTOR shall employ only competent, efficient workmen and shall not use on the work any unfit person or one not skilled in the work assigned to him and shall at all times maintain good order among its employees. Whenever the OWNER shall inform the CONTRACTOR in writing that, in his opinion, any employee is unfit, unskilled, disobedient, or is disrupting the orderly progress of the work, such employee shall be removed from the work and shall not again be employed on it. Under urgent circumstances, the OWNER may orally require immediate removal of an employee for cause, to be followed by written confirmation.

The CONTRACTOR shall supervise and direct all the work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, procedures and safety procedures and for coordinating all portions of the Work under the Contract. The CONTRACTOR shall be responsible to the OWNER for the acts and omissions of his employees, subcontractors and their agents, employees and subcontractors performing any of the work under a contract with the CONTRACTOR.

3.5.3 LABOR AND MATERIALS

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.

The CONTRACTOR shall at all times enforce strict discipline and good order among his employees and shall not employ on the work site any unfit person or anyone not skilled in the task assigned to him.

The rate of progress shall be such that the whole work shall be performed and the premises cleaned up in accordance with the Contract within the working time established in the Contract, unless an extension of time is made in the manner hereinafter specified.

3.5.4 WAGE SCALE

In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in the following schedule.

General Decision Number: TX180289 01/12/2018 TX289

Superseded General Decision Number: TX20170289

State: Texas

Construction Type: Building

County: Collin County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	01/12/2018

ASBE0021-011 06/01/2016

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
INSULATOR (Duct, Pipe and
Mechanical System Insulation)....\$ 24.32 7.52

BOIL0074-003 01/01/2017

Rates Fringes

BOILERMAKER.....\$ 28.00 22.35

CARP1421-002 04/01/2016

Rates Fringes

MILLWRIGHT.....\$ 26.60 8.65

* ELEV0021-006 01/01/2018

Rates Fringes

ELEVATOR MECHANIC.....\$ 39.97 32.645+a+b

FOOTNOTES:

A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

B. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0178-005 06/01/2014

Rates Fringes

POWER EQUIPMENT OPERATOR
(1) Tower Crane.....\$ 29.00 10.60
(2) Cranes with Pile
Driving or Caisson

Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59 Tons and under.....	\$ 27.50	10.60

IRON0263-005 06/01/2017

Rates Fringes

IRONWORKER (ORNAMENTAL AND STRUCTURAL).....	\$ 23.25	7.32
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PLUM0100-005 11/01/2017

Rates Fringes

HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 30.84	11.51
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 30.84	11.51

SUTX2014-015 07/21/2014

Rates Fringes

BRICKLAYER.....	\$ 21.06	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.78	0.00
CAULKER.....	\$ 15.16	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.04	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.00	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 20.93	3.86
ELECTRICIAN (Communication Technician Only).....	\$ 15.35	1.39
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 17.04	1.39

ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.01	2.69
FORM WORKER.....	\$ 11.89	0.00
GLAZIER.....	\$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 10.04	2.31
INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....	\$ 14.74	0.00
INSTALLER - SIGN.....	\$ 15.50	0.00
INSULATOR - BATT.....	\$ 13.00	0.00
IRONWORKER, REINFORCING.....	\$ 12.29	0.00
LABORER: Common or General.....	\$ 10.52	0.00
LABORER: Mason Tender - Brick...	\$ 10.54	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.93	0.00
LABORER: Pipelayer.....	\$ 13.00	0.35
LABORER: Plaster Tender.....	\$ 12.22	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
LABORER: Landscape and Irrigation.....	\$ 10.55	0.00
LATHER.....	\$ 16.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 12.83	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.93	0.00

OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69	0.50
OPERATOR: Forklift.....	\$ 13.21	0.81
OPERATOR: Grader/Blade.....	\$ 13.03	0.00
OPERATOR: Loader.....	\$ 13.46	0.85
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.35	5.10
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.24	3.83
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 20.45	4.00
PLASTERER.....	\$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.46	4.06
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	5.97
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.50	0.00
TILE FINISHER.....	\$ 11.22	0.00
TILE SETTER.....	\$ 14.25	0.00

TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.00	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination

- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

- B. Except for work on legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the above respective rate per hour.

For legal holidays, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on the legal holiday.

For overtime work, the “General Prevailing Rate of Per Diem Wage” for the various crafts or type of workers or mechanics is the product of (a) one and one-half times the above respective rate per hour, times (b) the number of hours worked on overtime.

Under the provisions of Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the contractor or subcontractor of the contractor shall forfeit as a penalty to the entity on whose behalf the contract is made or awarded, sixty dollars (\$60.00) for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the contract.

If the construction project involves the expenditure of Federal funds in excess of \$2,000, the minimum wages to be paid various classes of laborers and mechanics will be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on the project of a character similar to the Contract Work.

- 3.5.5 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER’S intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractor’s process to verify enrollment compliance.

3.5.6 COMPLIANCE WITH LAWS

The CONTRACTOR shall fully comply with all local, state and federal laws, including all codes, ordinances and regulations applicable to this Contract and the Work to be done thereunder, which exist or which may be enacted later by governmental bodies having jurisdiction or authority for such enactment.

All work required under this Contract is intended to comply with all requirements of law, regulation, permit or license. If the CONTRACTOR finds that there is a variance, he shall immediately report this to the OWNER for resolution.

3.5.6.1 EQUAL EMPLOYMENT OPPORTUNITY

The CONTRACTOR shall comply with all local, state and federal employment and discrimination laws and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or any other class protected by law.

3.5.7 RAILWAY CROSSINGS

Where the Work encroaches upon any right-of-way of any railway, the OWNER shall secure the necessary easement for the work. Where railway tracks are to be crossed, the CONTRACTOR shall observe all the regulations and instructions of the railway company as to methods of doing the work or precautions for safety of property and the public. All negotiations with the railway company, except for right-of-way, shall be made by the CONTRACTOR. The railway company shall be notified by the CONTRACTOR not less than five days prior to commencing the work. The CONTRACTOR shall not be paid separate compensation for such railway crossing but shall receive only the compensation as set out in the proposal.

3.5.8 OTHER CONTRACTORS; OBLIGATION TO COOPERATE

The OWNER reserves the right to perform construction on the Project with its own forces or may award other contracts for additional work on this Project, and the CONTRACTOR shall fully cooperate with such other contractors and shall coordinate and fit his work to be done hereunder to such additional work as may be contracted by the OWNER. The CONTRACTOR shall not commit or permit any act which shall interfere with the performance of work by any other contractor.

Upon receiving written notice from the CONTRACTOR that the OWNER or another contractor is failing to coordinate his work with the Work under this Contract as directed by the OWNER, the OWNER shall promptly investigate the charge and take such necessary action as the situation may require. However, the OWNER shall not be liable to the CONTRACTOR for damages suffered by the CONTRACTOR due to the fault or negligence of another contractor or through failure of another contractor to carry out the directions of the OWNER. Should any interference occur between contractors, the Engineer may furnish the CONTRACTOR with written instructions designating priority of effort, whereupon the CONTRACTOR shall immediately comply with such direction. In such event, the CONTRACTOR shall be entitled to an extension of working time only for unavoidable delays verified by the Engineer; however, no increase in the Contract Price shall be due the CONTRACTOR.

3.5.9 SUBCONTRACTS

The CONTRACTOR shall not make any subcontract for performing any portion of the Work included in the contract without written notice to the OWNER. This contract having been made pursuant to the bid submitted by the CONTRACTOR and in reliance with the CONTRACTOR'S personal qualifications and responsibility, the

OWNER reserves the right to withhold approval of any subcontractor which the OWNER may deem would not be in the OWNER'S best interest.

The CONTRACTOR shall, as soon as practicable after signing the Contract, submit a separate written notice to the OWNER identifying each proposed subcontractor. Upon request of the OWNER, the CONTRACTOR shall promptly furnish additional information tending to establish that any proposed subcontractor has the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and conditions of this Contract.

If the OWNER determines that any proposed subcontractor is unacceptable, he shall so notify the CONTRACTOR, who may thereupon submit another proposed subcontractor unless the CONTRACTOR decides to do the work himself. Disapproval by the OWNER of any proposed subcontractor shall not provide a basis for any claim by the CONTRACTOR.

If an approved subcontractor fails to properly perform the work undertaken, he shall be removed from the job upon request of the OWNER, following notification to the CONTRACTOR in writing of the request for removal and the reasons therefore.

Each subcontract entered into shall provide that the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the CONTRACTOR. The OWNER'S decision not to disapprove of any subcontract shall not relieve the CONTRACTOR of any of his responsibilities, duties and liabilities hereunder. The CONTRACTOR shall be solely responsible for the acts, omissions, negligence or defaults of his subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the CONTRACTOR to the extent of his subcontract.

The CONTRACTOR agrees to bind each subcontractor and each subcontractor agrees to be bound by the terms of the Contract Documents insofar as applicable to his work. The CONTRACTOR and each subcontractor jointly and severally agree that nothing in the Contract Documents or otherwise shall create or be deemed to create any rights in favor of a subcontractor against the OWNER; nor shall be deemed or construed to impose upon the OWNER any obligation, liability or duty to a subcontractor; or to create any contractual relation whatsoever between a subcontractor and the OWNER.

The provisions contained herein shall likewise apply to any sub-subcontracts.

3.6 PROTECTION OF WORK AND OF PERSONS AND PROPERTY

3.6.1 PROTECTION OF WORK

During performance and up to date of final acceptance, the CONTRACTOR shall be under the absolute obligation to protect the finished work against any damage, loss or injury. In the event of such damage, loss or injury, the CONTRACTOR shall promptly replace or repair such work, whichever the OWNER shall determine to be preferable. The obligation to deliver finished work in strict accordance with the Contract prior to final acceptance shall be absolute and shall not be affected by the OWNER'S approval of or failure to prohibit means and methods of construction used by the CONTRACTOR. All risk of loss or damage to the work shall be borne solely by the CONTRACTOR until final completion and acceptance of all work by the OWNER, as evidenced by the OWNER'S issuance of a certificate of acceptance.

3.6.2 PROTECTION OF PERSONS AND PROPERTY

The CONTRACTOR shall have the responsibility to provide and maintain all warning devices and take all precautionary measures required by law or otherwise to protect persons and property while said persons or property are approaching, leaving or within the work site or any area adjacent to said work site. No separate compensation shall be paid to the CONTRACTOR for the installation or maintenance of any warning devices, barricades, lights, signs or any other precautionary measures required by law or otherwise for the protection of persons or property.

The CONTRACTOR shall assume all duties owed by the OWNER to the general public in connection with the general public's immediate approach to and travel through the work site and the area adjacent to said work site.

Where the work is carried on in or adjacent to any street, alley, sidewalk, public right-of-way or public place, the CONTRACTOR shall at his own cost and expense provide such flagmen and watchmen and furnish, erect and maintain such warning devices, barricades, lights, signs and other precautionary measures for the protection of persons or property as may be prudent or necessary, or as are required by law. The CONTRACTOR'S responsibility for providing and maintaining flagmen, watchmen, warning devices, barricades, signs and lights and other precautionary measures shall not cease until the project shall have been completed and accepted by the OWNER, and shall cease when the certificate of acceptance is issued by the OWNER pursuant to the Contract Documents.

If the OWNER discovers that the CONTRACTOR has failed to comply with the applicable federal and state law (by failing to furnish the necessary flagmen, warning devices, barricades, lights, signs or other precautionary measures for the protection of persons or property), the OWNER may order the CONTRACTOR to take such additional precautionary measures as required by law to be taken to protect persons and property.

In addition, the CONTRACTOR shall be held responsible for all damages to the work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and

whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by and at the cost and expense of the CONTRACTOR.

3.6.3 SAFETY; TRENCH SAFETY; UNDERGROUND UTILITY SAFETY; PUBLIC CONVENIENCE AND SAFETY;

The CONTRACTOR shall be responsible for complying with state laws and federal regulations relating to safety, trench safety, and underground utility safety, including those which may be enacted during the performance under this Contract. The CONTRACTOR shall comply with the provisions of the The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums and the Instructions to Bidders regarding trench safety, public convenience and safety, and sanitary provisions. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work and the Project.

3.7 MATERIALS AND WORKMANSHIP; WARRANTIES AND GUARANTEES

Unless otherwise expressly provided in the contract drawings or specifications, the work shall be performed in accordance with the best modern practice with materials and workmanship of the highest quality and suitable for their purpose. The OWNER shall judge and determine the CONTRACTOR'S compliance with these requirements.

3.7.1 MATERIALS AND EQUIPMENT

The CONTRACTOR shall be free to secure the approved materials, equipment and articles from sources of his own selection. However, if the OWNER finds that the work shall be delayed or adversely affected in any way because a selected source of supply cannot furnish a uniform product in sufficient quantity and at the time required and a suitable source does exist, or the product is not suitable for the Work, the OWNER shall have the right to require the original source of supply changed by the CONTRACTOR. The CONTRACTOR shall have no claim for extra cost or damage because of this requirement.

The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this contract shall be new unless otherwise specified in the Contract Documents and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and shall be promptly repaired or replaced by the CONTRACTOR at the CONTRACTOR'S sole cost upon demand of the OWNER. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.7.1.1 "OR EQUAL" CLAUSE

A. Whenever a material or article required is specified or shown on the plans, by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which the Engineer determines shall perform adequately the duties imposed by the general design or which the Engineer deems to be of similar appearance (in cases where appearance is of importance) shall be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function. Authorization for any substitution of materials or articles must be obtained by the CONTRACTOR from the Engineer before proceeding with such substitution.

B. Should an authorized substitution require redesign of a portion of the work or alterations to the plans or specifications in order for the materials or articles which are to be substituted to properly fit or in other ways to be satisfactory, the Engineer shall accomplish such redesigns and alterations. The CONTRACTOR shall bear all reasonable costs associated with redesign and alteration efforts performed by the Engineer.

3.7.2 WORKMANSHIP

The CONTRACTOR shall promptly correct or replace all work rejected by the OWNER as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all costs of correcting such rejected work, including costs incurred for additional services made necessary thereby.

3.8 WARRANTIES

3.8.1 SPECIAL WARRANTY

If within one year after final acceptance of the work by the OWNER, as evidenced by the final certificate of acceptance or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the OWNER to do so. This obligation shall survive termination or completion of the Contract. The OWNER 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 OWNER.

3.8.2 SUBCONTRACTORS' AND MANUFACTURERS' WARRANTIES

All subcontractors', manufacturers' and suppliers' warranties and guarantees, express or implied, respecting any part of the work and any materials used therein, shall be obtained and enforced by the CONTRACTOR for the benefit of the OWNER without the necessity of separate transfer or assignment thereof.

3.8.3 CORRECTED WORK WARRANTY

Any work repaired or replaced, pursuant to this section, shall be subject to the provisions of this section to the same extent as work originally performed.

3.8.4 RIGHTS AND REMEDIES

The rights and remedies of the OWNER provided in this section are in addition to, and do not limit, any rights or remedies afforded to the OWNER by law or any other provision of the Contract Documents, or in any way limit the OWNER'S right to recovery of damage due to default under the Contract. No action or inaction by the OWNER shall constitute a waiver of a right or duty afforded it under the Contract.

IV. INSURANCE

4.1 CONTRACTOR'S INSURANCE

Before commencing work, the CONTRACTOR and each subcontractor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverages required herein, indicating the coverage is to remain in force throughout the term of this Contract. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each subcontractor at their own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 60 days advance written notice being given to the OWNER.

In addition to any coverage required by Texas Law, the CONTRACTOR shall provide the following coverages at not less than the specified amounts:

- 4.2 Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage at \$1,000,000. In addition to these, the CONTRACTOR must comply with all the requirements of the Texas Department of Insurance, Division of Workers' Compensation; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.)

By signing this 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 and its subcontractors who will provide services on the Project will be covered by workers

compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The CONTRACTOR'S failure to comply with any of these provisions is a breach of Contract by the Contractor which entitles the OWNER to declare the Contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the OWNER.

- 4.3 Broad form commercial general liability insurance, including independent contractor's liability, completed operations and contractual liability, written on an occurrence form, covering, but not limited to, the liability assumed under the indemnification provisions of this contract, fully insuring CONTRACTOR'S (or subcontractor's) liability for injury to or death of OWNER'S employees and third parties, extended to include personal injury liability coverage with damage to property, with minimum limits as set forth below:

General Aggregate \$2,000,000

Completed Products — Components/Operations Aggregate \$2,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence \$ 2,000,000

4.3.1 The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

- 4.4 Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$1,000,000 for bodily injury (per person), \$1,000,000 for bodily injury (per accident) and \$1,000,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.

4.5 OWNER'S PROTECTIVE LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER as insured for property damage and bodily injury, which may arise in the prosecution of the Work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.

4.6 “UMBRELLA” LIABILITY INSURANCE

CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverages required hereinabove. The policy shall provide “drop down” coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER shall be named as an additional insured.

4.7 RAILROAD PROTECTIVE INSURANCE

When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.

4.8 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

- A. each policy shall name the OWNER as an additional insured as to all applicable coverage;
- B. each policy shall require that 60 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail;
- C. the term “OWNER” shall include all past, present or future, authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, elected official, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;
- D. the policy phrase “other insurance” shall not apply to the OWNER where the OWNER is an additional insured on the policy;
- E. all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies;
- F. all policies shall contain a waiver of subrogation in favor of OWNER, and its, past, present and future, officials, employees, and volunteers; and,
- G. each certificate of insurance shall reference the Project and Contract number, contain all the endorsement required herein, and require a notice to the OWNER of cancellation.

Insurance furnished by the CONTRACTOR shall be in accordance with the following requirements:

- A. any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by the CONTRACTOR. The OWNER'S decision thereon shall be final;
- B. all policies are to be written through companies duly licensed to transact that class of insurance in the State of Texas with a financial ratings of A+VII or better as assigned by BEST Rating Company or equivalent; and
- C. All liability policies required herein shall be written with an "occurrence" basis coverage trigger.

CONTRACTOR agrees to the following:

- A. CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
- B. Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER 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;
- C. Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and
- D. No special payments shall be made for any insurance that the CONTRACTOR and subcontractors are required to carry; all are included in the Contract Price and the Contract unit prices. Any of such insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

V. OWNERS RIGHTS AND RESPONSIBILITIES

MONTHLY ESTIMATE, PARTIAL PAYMENTS AND FINAL PAYMENTS

- 5.1 Progress and final payments shall be paid to the Contractor based upon the progress of the Project as indicated by the approved Applications for Payment, certificates of acceptance, or Certificates for Payment, that include an approved Schedule of Values that will be submitted by the CONTRACTOR to the OWNER prior to the commencement of the Work and in accordance with the following:

- 5.2 **MONTHLY ESTIMATES**

The CONTRACTOR shall deliver to the OWNER an itemized Application for Payment that shall include the work completed, materials stored at the Project site but not incorporated into the work, materials ready to be installed and stored at another agreed location, and the percentage of Work completed, through the 20th day of each month, on an Application for Payment with a schedule of values previously submitted by the Contractor and approved by

the Owner. Prior to release of funds in connection with any Application for Payment, the Owner may request, and the Contractor must provide, properly executed statements of full or partial releases of claims acceptable to Owner in form and content, for all persons or entities supplying labor or materials to the Project.

5.2.1 The Application for Payment is a representation by the CONTRACTOR to the OWNER that the construction has progressed to the point indicated, the quality of the Work covered by the application is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount requested.

5.2.2 INSPECTION AND PARTIAL PAYMENTS

Whenever the CONTRACTOR shall submit an Application for Payment to the OWNER for work performed by the CONTRACTOR, the CONTRACTOR shall notify the Engineer that the improvement is ready for inspection. The Engineer shall then make such inspection, and will have the authority to reject work that does not conform to the Contract Documents. If the work is satisfactory and in accordance with the specifications and Contract Documents, the Engineer shall issue a Certificate for Payment.

5.2.3 Within thirty (30) days of the Owner's receipt of a properly submitted and correct Application for Payment, and the issuance of a Certificate for Payment, the Owner shall make payment to the Contractor, in the amount approved by the Owner less 5% retainage. Such payment shall be adjusted for work that is incomplete or not in accordance with the Contract Documents or that is the subject of a separate contract, or subcontract or supplier claim or lien against the Contractor or the payment bonds for the project.

5.2.4 No partial or final payment or the entire use or occupancy of the Project by the OWNER shall be considered acceptance of work that does not strictly comply with the Contract Documents or release the CONTRACTOR of any of his responsibilities under the Contract.

5.2.5 PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The CONTRACTOR for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this Contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this Contract, to protect his or its interest in the manner prescribed by applicable laws of the State of Texas, provided, however, that as this Contract provides for a public works project, no lien of any kind shall ever exist or be placed against the Work or any portion thereof, or any public funds or retainage held by the OWNER; and any subcontractor shall look solely to the CONTRACTOR and the payment bond surety, and not the OWNER, for payment of any outstanding amounts due for labor, materials or any other indebtedness in

connection with the Work. However, the OWNER may, at any time prior to making final payment, require the CONTRACTOR to furnish a Consent of Surety to any payment due the CONTRACTOR for completed work and may, at the discretion of the OWNER or the request of the Surety, make the check jointly payable to the CONTRACTOR and the Surety. The Owner shall have no obligation under this Agreement to pay or to be responsible in any way for payment to any, Engineer, another design professional, contractor, subcontractor or supplier performing portions of the Work, pursuant to a contract with the Contractor.

5.2.6 PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the contract, the OWNER may withhold from any payment otherwise due the CONTRACTOR such amount as determined necessary to protect the OWNER'S interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of:

- A. unsatisfactory progress of the Work not caused by conditions beyond the CONTRACTOR'S control,
- B. defective work not corrected,
- C. CONTRACTOR'S failure to carry out instructions or orders of the OWNER or his representative,
- D. a reasonable doubt that the Contract can be completed for the balance then unpaid,
- E. work or execution thereof not in accordance with the Contract Documents,
- F. claim filed by or against the CONTRACTOR or reasonable evidence indicating probable filing of claims,
- G. failure of the CONTRACTOR to make payments to subcontractor or for material or labor,
- H. damage to another contractor,
- I. unsafe working conditions allowed to persist by the CONTRACTOR,
- J. failure of the CONTRACTOR to provide work schedules as required by the OWNER,
- K. use of subcontractors without the OWNER'S approval or,
- L. failure of the CONTRACTOR to keep current as-built record drawings at the job site or to turn same over in completed form to the OWNER.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and OWNER shall never be liable for interest on any delayed or late payment.

5.2.7 PAYMENT FOR EXTRA WORK

The extra work done by the CONTRACTOR as authorized and approved by the Engineer shall be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the CONTRACTOR as payment in full for all labor, materials, tools, equipment and incidentals and all superintendents' and

timekeepers' services, all insurance, bond and all other overhead expense incurred in the performance of the extra work.

Payment for extra work shall be made by one of the following methods:

A. Method "A" — by unit prices agreed on in writing by the OWNER and CONTRACTOR before said extra work is commenced, subject to all other conditions of the contract.

B. Method "B" — by lump sum price agreed on in writing by the OWNER and the CONTRACTOR before said extra work is commenced, subject to all other conditions of the contract.

5.2.8 SUBSTANTIAL COMPLETION

The Project will be considered substantially complete when the OWNER can utilize the Project for its intended purpose and the Work is in conformance with the Contract Documents.

5.3 APPLICATION FOR FINAL PAYMENT.

Upon full performance of all the Contract Work and the full performance of all the provisions of the Contract, the CONTRACTOR shall submit a final application for payment to the OWNER, the CONTRACTOR shall notify the Engineer that the improvement is ready for inspection. All warranties and guaranties required of the CONTRACTOR by the Contract Documents shall be assembled and delivered by the CONTRACTOR to the OWNER as Part of the final Application for Payment. The Contractor will assign to the Owner all manufacturer's warranties relating to materials and labor used in the work and will perform the Work in such a manner as to preserve all such manufacturer's warranties. The CONTRACTOR will deliver a certificate evidencing that insurance and bonds required by the Contract Documents will remain in full force and effect pursuant to the requirements of the Contract. The final Certificate for Payment will not be issued until all such warranties and guaranties have been received and accepted by the Owner, and a Certificate of Acceptance is issued by the or Engineer.

5.3.1 FINAL INSPECTION AND ACCEPTANCE

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, the CONTRACTOR shall notify the OWNER, and Engineer that the improvement is ready for final inspection. The Engineer shall then make such final inspection, and if the work is satisfactory and in accordance with the specifications and Contract Documents, the CONTRACTOR shall be issued a certificate of acceptance.

5.3.2 FINAL PAYMENT

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, as evidenced in the certificate of acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the work shall be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject to necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums that have been previously paid, or deducted under the provisions of the Contract, shall be paid the CONTRACTOR within 30 days after the final acceptance, provided that the CONTRACTOR has furnished to the OWNER a consent of surety and an affidavit or other satisfactory evidence that all indebtedness connected with the Work and all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for and used in the performance of the work have been paid or otherwise satisfied, or that the person or persons to whom the same may respectively be due have consented to such final payment.

The acceptance by the CONTRACTOR of the final payment as aforesaid shall operate as and shall be a release to the OWNER from all claims or liabilities under the Contract, including all subcontractor claims, for anything done or furnished or relating to the Work under the Contract or for any act or neglect of said OWNER relating to or connected with the Contract.

All warranties and guarantees shall commence from the date of the certificate of acceptance. No interest shall be due the CONTRACTOR on any partial or final payment or on the retainage.

5.3 MODIFICATIONS TO CONTRACT WORK OR TIME OF PERFORMANCE

5.3.1 OWNER'S RIGHT TO TEMPORARILY SUSPEND WORK

5.3.2 REASONS FOR SUSPENSION

The OWNER shall have the right by written order to temporarily suspend the work, in whole or in part, whenever, in the judgment of the OWNER, such temporary suspension is required:

- A. in the interest of the OWNER generally,
- B. due to government or judicial controls or orders which make performance of this contract temporarily impossible or illegal,
- C. to coordinate the work of separate contractors at the job site,
- D. to expedite the completion of a separate contract even though the completion of this particular Contract may be thereby delayed,
- E. because of weather conditions unsuitable for performance of the Work, or
- F. because the CONTRACTOR is proceeding contrary to contract provisions or has failed to correct conditions considered unsafe for workmen.

The written order of the OWNER to the CONTRACTOR shall state the reasons for suspending the work and the anticipated periods for such suspension. Upon receipt of the OWNER'S written order, the CONTRACTOR shall suspend the work covered by the order and shall take such means and precautions as may be necessary to properly protect the finished and partially finished work, the unused materials and uninstalled equipment, including the providing of suitable drainage about the work and erection of temporary structures where necessary. The CONTRACTOR shall not suspend the Work without written direction from the OWNER and shall proceed with the work promptly when notified by the OWNER to resume operations.

5.3.3 NO ADDITIONAL COMPENSATION

No additional compensation shall be paid to the CONTRACTOR for a temporary suspension of the Work by the OWNER or otherwise where same is caused by the fault of the CONTRACTOR. Where such temporary suspension is not due to the fault of the CONTRACTOR, he shall be entitled to:

- A. an equitable extension of working time for the completion of the work, not to exceed the delay caused by such temporary suspension, as determined by the OWNER; and
- B. the actual and necessary costs of properly protecting the finished and partially finished work, unused materials and uninstalled equipment during the period of the ordered suspension as determined by the OWNER as being beyond the Contract requirements, such costs, if any, to be determined pursuant to the terms of the Contract; and
- C. where the CONTRACTOR elects to move equipment from the job site and then return it to the site when the work is ordered resumed, the actual and necessary costs of these moves, in an amount determined by the OWNER pursuant to the terms of the Contract.

5.3.4 USE OF COMPLETED PORTIONS OF WORK

The OWNER may, after written notice to the CONTRACTOR, and without incurring any liability for increased compensation to the CONTRACTOR, take over and use any completed portion of the Work prior to the final completion and acceptance of the entire work included in the Contract, and notwithstanding that the time allowed for final completion has not expired. The OWNER and CONTRACTOR agree that occupancy of portions of the Work by the OWNER shall not in any way evidence the substantial completion of the entire work or signify the OWNER'S acceptance of the Work.

The CONTRACTOR shall not object to, nor interfere in any way with, such occupancy or use after receipt of the OWNER'S written notice. Immediately prior to

such occupancy and use, the OWNER shall inspect such portion of the Work to be taken over and shall furnish the CONTRACTOR a written statement of the work, if any, still to be done on such part. The CONTRACTOR shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the OWNER'S written order, unless the OWNER shall permit specific items of work to be finished after the occupancy and use by the OWNER.

In the event the CONTRACTOR is unreasonably delayed by the OWNER exercising its rights under this section, the CONTRACTOR may submit a request for an extension of time; CONTRACTOR'S sole remedy for an unreasonable delay shall be an extension of time and shall not be entitled to any additional compensation.

5.4 COMMENCEMENT; TIME OF COMPLETION; DELAYS; EXTENSION OF TIME; LIQUIDATED DAMAGES

5.4.1 COMMENCEMENT; TIME OF COMPLETION

Contractor shall commence work within ten (10) consecutive calendar days after receiving from County a notice to proceed. Contractor agrees and covenants that the number of consecutive calendar days allowed to complete all work following a notice to proceed shall be as follows:

5.4.2. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

Time is of the essence in the progress and completion of this Contract. For each calendar day that any Work shall remain uncompleted after the time specified in the proposal and the Contract, or the increased time granted by the OWNER, or as equitably increased by additional work or materials ordered after the Contract is signed, the sum per day given in the following schedule, unless otherwise specified in the special provisions, shall be deducted from the monies due the CONTRACTOR:

Three Hundred, Seventy-Five Dollars and Zero Cents (\$375.00)

The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER in such event would sustain; and said amounts are agreed to be the amount of damages which the OWNER would sustain and which shall be retained from the monies due, or that may become due, the CONTRACTOR under this Contract; and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or his surety shall pay any additional amounts due.

5.4.3 EXTENTIONS OF TIME

The CONTRACTOR shall be entitled to an extension of working time under this Contract only when claim for such extension is submitted to the OWNER in writing by the CONTRACTOR within seven days from and after the time when any alleged cause of delay shall occur, and then only when such time is approved by the OWNER. In adjusting the Contract working time for the completion of the Project, unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, acts of God or the public enemy, acts of the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors due to such causes beyond their control shall be taken into consideration.

If the satisfactory execution and completion of the Contract should require work and materials in greater amounts or quantities than those set forth in the Contract, requiring more time for completion than the anticipated time, then the contract working time shall be equitably increased, but not more than in the same proportion as the cost of the additional work bears to the cost of the original work contracted for. No allowances shall be made for delays or suspension of the performance of the Work due to the fault of the CONTRACTOR.

No adjustment to working time shall be made if, concurrently with the equitable cause for delay, there existed a cause for delay due to the fault or negligence of the CONTRACTOR, his agents, employees or subcontractors; and no adjustment shall be made to the Contract Price and the CONTRACTOR shall not be entitled to claim or receive any additional compensation as a result of or arising out of any delay resulting in adjustment to the working time hereunder, including delays caused by the acts or negligence of the OWNER. Notwithstanding any other provision of the Contract Documents, all claims for extension of working time must be submitted in accordance with the provisions of this Contract, and no act of the OWNER shall be deemed a waiver or entitlement of such extension.

5.5 TERMINATION FOR CONVENIENCE OF THE OWNER

5.5.1 NOTICE OF TERMINATION

The performance of the Work under this Contract may be terminated by the OWNER in whole or from time to time in part, in accordance with this section, whenever the OWNER shall determine that such termination is in the best interest of the OWNER. Any such termination shall be effected by mailing a notice of termination to the CONTRACTOR specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Receipt of the notice shall be deemed conclusively presumed and established when the letter is placed in the United States Mail by the OWNER. Further, it shall be deemed conclusively presumed and established that such termination is made with

just cause as therein stated; and no proof in any claim, demand or suit shall be required of the OWNER regarding such discretionary action.

5.5.2 CONTRACTOR ACTION

After receipt of a notice of termination, and except as otherwise directed by the OWNER or Engineer, the CONTRACTOR shall:

- A. stop work under the Contract on the date and to the extent specified in the notice of termination;
- B. place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion the Work under the Contract as is not terminated;
- C. terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
- D. transfer title to the OWNER and deliver in the manner, at the times, and to the extent, if any, directed by the OWNER or Engineer:
 - 1. the fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of, the work terminated by the notice of termination; and
 - 2. the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the OWNER.
- E. complete performance of such part of the work as shall not have been terminated by the notice of termination; and
- F. take such action as may be necessary, or as the Engineer may direct, for the protection and preservation of the property related to its Contract which is in the possession of the CONTRACTOR and in which the OWNER has or may acquire an interest.

At a time not later than 30 days after the termination date specified in the notice of termination, the CONTRACTOR may submit to the OWNER a list, certified as to the quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Engineer. Not later than 15 days thereafter, the OWNER shall accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Engineer upon removal of the items, or, if the items are stored, within 45 days from the date of submission of the list, and provided that any necessary adjustments to correct the list as submitted shall be made prior to final settlement.

5.5.3 TERMINATION CLAIM

Within 60 days after notice of termination, the CONTRACTOR shall submit his termination claim to the Engineer and the OWNER in the form and with the

certification prescribed herein. Unless one or more extensions in writing are granted by the OWNER upon request of the CONTRACTOR, made in writing within such 60-day period or authorized extension thereof, any and all such claims shall be conclusively deemed waived. The termination claim shall (1) list all Contract Work which the CONTRACTOR has completed but for which the CONTRACTOR asserts it has not been paid, including any retainage; (2) list of all fabricated or unfabricated parts, work in process, completed work, supplies and other material produced as a part of, or acquired in connection with the performance of the Contract and the itemized cost for each such fabricated or unfabricated part, work in process, completed work, supplies and other material; (3) list all costs and expenses saved as a result of the termination of the Contract. The termination claim must include a copy of all invoices for fabricated or unfabricated parts, supplies and other material produced as a part of, or acquired in connection with the performance of the Contract for which the CONTRACTOR seeks compensation; all invoices for any subcontractors providing services related to the Contract; and (3) evidence of payment of all material suppliers and subcontractors, together with CONTRACTOR's certification that all such-material suppliers and subcontractors have been fully paid together with executed lien releases from each such material supplier and subcontractor. The termination claim may not include any request for payment of Extra Work for which a Change Order has not been issued or for which the CONTRACTOR has not fully and timely complied with the provisions of section 2.3 of this Contract.

5.5.4 AMOUNTS

The CONTRACTOR and OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant hereto, provided that such agreed amount or amounts shall never exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed amount. No amount shall be due for lost or anticipated profits. Nothing prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and the OWNER to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the CONTRACTOR pursuant to this paragraph.

5.5.5 FAILURE TO AGREE

In the event of the failure of the CONTRACTOR and the OWNER to agree, as provided herein, upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, the OWNER shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR

by reason of the termination and shall pay to the CONTRACTOR the amounts determined. No amount shall be due for lost or anticipated profits.

5.5.6 DEDUCTIONS

In arriving at the amount due the CONTRACTOR under this section, there shall be deducted (a) all unliquidated advance or other payments on account theretofore made to the CONTRACTOR, applicable to the terminated portion of this contract; (b) any claim which the OWNER may have against the CONTRACTOR in connection with this Contract; and (c) the agreed price for or the proceeds of sale of any materials, supplies or other things kept by the CONTRACTOR or sold, pursuant to the provisions of this clause, and not otherwise recovered by or credited to the OWNER.

5.5.7 ADJUSTMENT

If the termination hereunder be partial prior to the settlement of the terminated portion of this Contract, the CONTRACTOR may file with the Owner a request in writing for an equitable adjustment of the price or prices specified in the Contract relating to the continued portion of the Contract (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices; nothing contained herein, however, shall limit the right of the OWNER and the CONTRACTOR to agree upon the amount or amounts to be paid to the CONTRACTOR for the completion of the continued portion of the Contract when said contract does not contain an established contract price for such continued portion.

5.5.8 NO LIMITATION OF RIGHTS

Nothing contained in this section shall limit or alter the rights which the OWNER may have for termination of this Contract under any other provision of this Contract or any other right which OWNER may have for default or breach of contract by CONTRACTOR.

5.6 CONTRACTOR DEFAULT: OWNER'S RIGHT TO SUSPEND WORK AND ANNUL CONTRACT

The Work or any portion of the Work under contract shall be suspended immediately on written order of the OWNER declaring the CONTRACTOR to be in default. A copy of such notice shall be served on the CONTRACTOR'S surety. The contract may be annulled by the OWNER for any good cause or causes, among others of which special reference is made to the following:

- A. failure of the CONTRACTOR to start the work within 10 days from date specified in the written work order issued by the OWNER to begin the work;
- B. evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;

- C. failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the Work;
- D. evidence that the CONTRACTOR has abandoned the Work or discontinuance of the performance of the Work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
- E. evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the Work;
- F. deliberate failure on the part of the CONTRACTOR to observe any requirements of the specifications or to comply with any orders given by the Engineer as provided for in the specifications;
- G. failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;
- H. evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under contract;
- I. repeated violations of safe working procedures;
- J. the filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the Work. When the Work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the Work or such part thereof as the OWNER shall designate, whereupon the surety may either at its option assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written notice to discontinue the work has been served upon the CONTRACTOR and upon the surety or its authorized agents. The surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the Contract, but in no event shall such payments exceed the contract amount, regardless of the cost to the surety to complete the Work.

In the event that the surety assumes the CONTRACTOR'S place, duties and responsibilities in the Contract, all monies remaining due the CONTRACTOR at the time of his default shall thereupon become due and payable to the surety as the work progresses, subject to all terms of the Contract. In case the surety does not, within the hereinabove specified time, exercise its obligation to assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue, then the OWNER shall have the power to complete by contract or otherwise, as it may determine, the Work herein described or such part thereof as it may deem necessary; and the CONTRACTOR hereto agrees that the OWNER shall have the right to take possession of or use any or all of the materials, plans, tools, equipment, supplies and property of every kind provided by the CONTRACTOR for the purpose of the Work and to procure other tools, equipment and materials for the completion of the same and to charge to the account of the CONTRACTOR the expense of said contract for labor, materials, tools, equipment and expenses incident thereto. The expense so charged shall be deducted by the OWNER out of such monies as may be due or may at any time thereafter become due the CONTRACTOR under and by virtue of the Contract or any part thereof.

The OWNER shall not be required to obtain the lowest bid for the work of completing the Contract, but the expenses to be deducted shall be the actual cost of such work. In case such expense is less than the sum which would have been payable under the contract if the same had been completed by the CONTRACTOR, then in such case the OWNER may pay the CONTRACTOR the difference in the cost, provided that the CONTRACTOR shall not be entitled to any claim for damages or for loss of anticipated profits.

In case such expense shall exceed the amount which would have been payable under the Contract if the same had been completed by the CONTRACTOR, the CONTRACTOR and his surety shall pay the amount of the excess to the OWNER on notice from the OWNER for excess due including any costs incurred by the OWNER, such as inspection, legal fees and liquidated damages. When any particular part of the Work is being carried out by the OWNER by contract or otherwise under the provisions of this section, the CONTRACTOR shall continue the remainder of the Work in conformity with the terms of the contract and in such manner as not to hinder or interfere with the performance of workmen employed as above provided by the OWNER or surety.

5.7 SUSPENSION BY COURT ORDER AGAINST THE OWNER

The CONTRACTOR shall suspend such part or parts of the Work pursuant to a court order issued against the OWNER and shall not be entitled to additional compensation by virtue of such court order; neither shall the CONTRACTOR be liable to the OWNER in the event the Work is suspended by such court order, unless such suspension is due to the fault or negligence of the CONTRACTOR. A delay of the CONTRACTOR due to a court order against the OWNER, or due to the OWNER'S failure to secure right-of-way at the time required or because of a conflict of a utility with the Work, shall not be cause for additional compensation for damages sustained by the CONTRACTOR, but may be a cause for extension of contract working time only. The CONTRACTOR'S sole remedy for any suspensions of the Work is an equitable extension of time to perform the Work.

5.8 NO WAIVER OF RIGHTS OR ESTOPPEL

The OWNER, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the Work and final payment therefore from:

A. showing the true and correct amount, classifications, quality and character of the Work done and materials furnished by the CONTRACTOR or any other person under this Contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect or improperly made in any particular, or that the Work or the materials or any parts thereof do not in fact conform to the contract requirements; and (b) demanding the recovery from the CONTRACTOR of any overpayments made to him, or such damages as the OWNER may sustain by reason of the CONTRACTOR'S failure to perform each and every part of this Contract in strict accordance with its terms; or both.

VI. AUTHORITY OF THE ENGINEER

6.1 All work shall be performed in a good and workmanlike manner and to the satisfaction of the Engineer. The Engineer shall decide all questions which arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress of the work, sequence of the construction, interpretation of the plans and specifications, acceptable fulfillment of the Contract, compensation, mutual rights between contractors under these specifications and suspension of the Work. He shall determine the amount and quality of work performed and materials furnished, and his decisions and estimates shall be final. His estimate in such event shall be a condition precedent to the right of the CONTRACTOR to receive money due him under the Contract.

6.2 OWNER'S REPRESENTATIVES

Where the Contract Documents indicate that determinations, directions or approvals shall be made by the OWNER or "Owner's representatives," this shall mean the OWNER acting directly, or through duly authorized persons acting within the limit of authority delegated to them. Any determination, direction or approval of such authorized representatives shall be subject to review by the OWNER. For purposes of administering the schedule or the payment provisions of this Contract the Engineer may act as the Owner's representative for purposes of approving payments, changes, scheduling, or acceptance of the Work, at the OWNER'S discretion.

6.3 INSPECTIONS OF WORK PROGRESS

The Engineer shall visit the site at during construction of the Project as necessary as the Owner's Representative to verify that the Work is being performed in compliance with the Contract Documents and shall be given total access to the Project by the CONTRACTOR. Site visits or inspections by the Engineer shall in no way relieve the CONTRACTOR of any of its responsibilities or duties pursuant to the Contract Documents. The Engineer will neither have control over, nor be responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project. The CONTRACTOR shall be solely responsible for, the construction means and methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the Work or the Project.

6.4 CONSTRUCTION STAKES

Engineer will provide the Contractor with primary horizontal and vertical control to consist of one construction baseline and two benchmarks.

The Contractor shall take all necessary precautions to preserve any and/or all markings and staking. Payment for costs of restaking shall be the responsibility of the Contractor.

6.5 APPROVAL OF SUBMITTALS

The Engineer shall review and approve or take other appropriate action the CONTRACTOR's submittals such as Shop Drawings, Product Data and Samples, for the

purpose of checking for conformance with the Contract Documents. The Engineers review of the submittals shall not relieve the CONTRACTOR of any of its obligations to perform the Work in strict compliance with the Contract Documents. The Engineer's review shall not be considered approval of safety precautions, means and methods, techniques, sequences or procedures that are the responsibility of the CONTRACTOR.

VII. CLAIMS OR DISPUTES

7.1 CLAIMS AGAINST OWNER AND ACTION THEREON.

No claim against the OWNER under the Contract or for breach of the Contract or additional compensation for extra or disputed work shall be made or asserted against the OWNER under the Contract or in any court action, unless the CONTRACTOR shall have strictly complied with all requirements relating to the giving of notice and information with respect to such claim as required by the Contract.

7.2 CLAIM AGAINST OFFICERS, EMPLOYEES OR AGENT OF THE OWNER.

No claim whatsoever shall be made by the CONTRACTOR against any, past, present or future, officer, employee or agent of the OWNER for or on account of, anything done or omitted to be done in connection with this Contract.

VIII. MISCELLANEOUS PROVISIONS

8.1 FINANCIAL INTEREST IN ANY CONTRACT BY OWNER'S OFFICERS, EMPLOYEES OR AGENTS

No officer, employee or agent of the OWNER shall have a financial interest, direct or indirect, in any contract with the OWNER or be financially interested, directly or indirectly, in the sale to the OWNER of any land, materials, supplies or services, except on behalf of the OWNER as an officer or employee. Any willful violation of this article shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office or position. Any violation of this article with the knowledge, expressed or implied, of the persons, partnership, company, firm, association or corporation contracting with the OWNER shall render the contract involved voidable by the OWNER.

8.2 SERVICE OF NOTICES

The OWNER and the CONTRACTOR shall each designate addresses where all notices, directions or other communication may be delivered or to which they may be mailed.

Notices to the surety or sureties on contract bonds shall be directed or delivered to the home office, or to the agent or agents who executed the bonds on behalf of the surety or sureties, or to their designated agent for delivery of notices.

Actual delivery of any such notice, direction or communication to the aforesaid places or depositing it in a postpaid wrapper addressed thereto in any post office regularly maintained by the United States Postal Service shall be conclusively deemed to be sufficient service thereof upon the above persons as of the date of such delivery or deposit.

The designated addresses may be changed at any time by an instrument in writing executed by the party changing the addresses and delivered to the other party.

Nothing herein contained shall, however, be deemed to preclude or tender inoperative the service of any notice, direction or communication upon the above parties personally or, if the CONTRACTOR be a corporation, upon any officer or director thereof.

8.3 UNLAWFUL PROVISIONS DEEMED STRICKEN

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

8.4 ALL LEGAL PROVISIONS INCLUDED

It is the intent and agreement of the parties to this contract that all legal provisions of law required to be inserted herein shall be and are inserted herein. If through mistake or oversight, however, any such provision is not herein inserted, or is not inserted in proper form, then upon application of either party, the contract shall be amended so as to strictly comply with the law and without prejudice to the rights of either party hereunder.

8.5 ASSIGNMENTS

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in it or any part thereof without the previous written consent of the surety company and the written approval of the OWNER.

The CONTRACTOR shall not assign, either legally or equitably, by power of attorney or otherwise, any of the monies due or to become due under this Contract or its claim thereto without the prior written consent of the surety company and the written approval of the OWNER.

The approval of the OWNER of a particular assignment, transfer or conveyance shall not dispense with such approval to any further or other assignments.

The approval by the OWNER of any assignment, transfer or conveyance shall not operate to release the CONTRACTOR or surety hereunder from any of the Contract and bond obligations, and the CONTRACTOR shall be and remain fully responsible and liable for the defaults, negligent acts and omissions of his assignees, their agents and employees, as if they were his own.

8.6 STATE AND LOCAL SALES AND USE TAXES

The OWNER qualifies for exemption from the state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act. Therefore, the CONTRACTOR shall not pay such taxes which would otherwise be payable in connection with the performance of this Contract.

The CONTRACTOR shall issue an exemption certificate in lieu of the tax on the purchase, rental or lease of:

- A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and
- B. all materials, supplies, equipment and other tangible personal property used or consumed by the CONTRACTOR in performing the Contract with the OWNER. Materials and supplies “used in the performance of a contract” include only those materials actually incorporated into the property being improved and those supplies directly used to incorporate such materials into the property being improved. Overhead supplies and supplies used indirectly or only incidental to the performance of the Contract with the OWNER are not included in the exemption.

Under “reasons said purchaser is claiming this exemption” in the exemption certificate, the CONTRACTOR must name the OWNER and the project for which the equipment, material and supplies are being purchased, leased or rented.

8.7 VENUE AND GOVERNING LAW

The parties agree that the laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Construction Agreement, and that the exclusive venue for any legal proceeding involving this Construction Agreement shall be in Collin County, Texas.

8.8 NO WAIVER OF LEGAL RIGHTS

Inspection by the Engineer, or OWNER; any order, measurement, quantity or certificate by the Engineer; any order by the OWNER for payment of money; any payment for or acceptance of any work; or any extension of time or any possession taken by the OWNER shall not operate as a waiver of any provisions of the contract or any power therein reserved to the OWNER of any rights or damages therein provided. Any waiver of any breach of contract shall not be held to be a waiver of any other or subsequent breach. The OWNER reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet the requirements of the Contract Documents. The OWNER reserves the right to recover by process of law sums as may be sufficient to correct any error or make good any deficiency in the Work resulting from such error, dishonesty or collusion by the CONTRACTOR or his agents, discovered in the Work after the final payment has been made.

Neither final acceptance of the Work, nor final payment shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and the CONTRACTOR shall promptly remedy any defects due thereto and pay for any damage to other work resulting therefrom. Likewise, neither final acceptance nor final payment, nor partial or entire use or occupancy of the work by the OWNER shall constitute acceptance of work not done in accordance with the Contract Documents or relieve CONTRACTOR of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

8.9 OBLIGATION TO PERFORM FUNCTIONS

Any failure or neglect on the part of OWNER, Engineer or inspectors to enforce provisions herein dealing with supervision, control, inspection, testing or acceptance and approval of the work shall never operate to relieve CONTRACTOR from full compliance with the Contract Documents nor render OWNER liable to CONTRACTOR for money damages, extensions of time or increased compensation of any kind.

8.10 SUCCESSORS AND ASSIGNS

Subject to the limitations upon assignment and transfer herein contained, this contract shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

8.11 HEADINGS

The title and headings contained in the Contract Documents and the subject organization are used only to facilitate reference, and in no way define or limit the scope of intent of any of the provisions of this Contract.

8.12 ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT

This Construction Agreement, including the Contract Documents and all the documents incorporated therein represents the entire and integrated agreement between the OWNER, Collin County, and the CONTRACTOR, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Construction Agreement may be amended only by written instrument signed by both, the OWNER, Collin County, and the CONTRACTOR. CONTRACTOR acknowledges that no representations have been made to it, upon which it is relying in entering into this Contract, which are not expressly set forth in the Contract Documents.

8.13 INTERPRETATION

Although this Agreement is drafted by the OWNER, Collin County, should any part be in dispute, the parties agree that this Construction Agreement shall not be construed more favorable for either party. No rule of construction requiring that ambiguities in this Contract shall be construed more favorably for either party shall apply.

8.14 EXPENSES FOR ENFORCEMENT

In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.

IN WITNESS WHEREOF, the parties have executed this Construction Agreement upon the year and date indicated beneath their signatures hereto.

CONTRACTOR:

By: _____

Date: _____

ATTEST:

Secretary

COLLIN COUNTY, TEXAS:

By: _____
Michalyn Rains, CPPO, CPPB, Purchasing Agent

Date: _____

Collin County Commissioners' Court Order No.

ATTEST:

Secretary

APPROVED AS TO FORM:

ACKNOWLEDGMENTS

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, _____ on this day personally appeared _____, of _____, a _____ corporation, known to me (or proved to me on the oath of) _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the __ day of _____, 2018

Notary Public, State of Texas

Printed Name

My Commission expires on the ____ day of _____, _____.

STATE OF TEXAS §

COUNTY OF COLLIN §

BEFORE ME, _____ on this day personally appeared _____, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me (or proved to me on the oath of) _____ or through _____ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the _____ day of _____, 2018.

Notary Public, State of Texas

Printed Name

My Commission expires on the ____ day of _____, _____.

006111 PERFORMANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal plus 10-percent of the stated penal sum as an additional sum of money representing additional court expenses, attorneys' fees, and liquidated damages arising out of or connected with the below identified Contract) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 201____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of IFB 2019-084, Construction, Collin County Justice Center, Replacement of Chilled Water Actuators and Valves.

CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal fully and faithfully executes the work and performance of the Contract in accordance with the plans specifications, and Contract Documents, including any extensions thereof which may be granted with or without notice to Surety, during the original term thereof, and during the life of any guaranty required under the Contract, and according to the true intent and meaning of said Contract and the plans and specifications hereto annexed, if the Principal shall repair and/or replace all defects due to faulty materials or workmanship that appear within a period of one year from the date of final completion and final acceptance of the work by OWNER; and if the Principal shall fully indemnify and save harmless the OWNER from all costs and damages which OWNER may suffer by reason of failure to so perform herein and shall fully reimburse and repay OWNER all outlay and expense which the OWNER may incur in making good any default or deficiency, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety, but in no event shall a Change Order or Supplemental Agreement which reduces the Contract price decrease the penal sum of the Bond. And further that no change, extension of time, alteration, or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

Surety agrees that the bond provides for the repairs and/or replacement of all defects due to faulty materials and workmanship that appear within a period of one (1) year from the date of completion and acceptance of the improvement by the OWNER.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 201____.

WITNESS

PRINCIPAL

Printed/Typed Name _____
Title: _____
Company: _____

Address: _____

WITNESS

SURETY

Printed/Typed Name _____
Title: _____
Company: _____

Address: _____

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.

006113 PAYMENT BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of _____ Dollars (\$ _____) (not less than 100% of the approximate total amount of the Contract as evidenced in the proposal) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 201____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of IFB 2019-084, Construction, Collin County Justice Center, Replacement of Chilled Water Actuators and Valves

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper protection of all claimants supplying labor and material in the prosecution of the work provided for in said Contract and for the use of each claimant, and that conversely should the Principal faithfully perform said Contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said Contract, agreed to by the Principal, and according to the true intent and meaning of said Contract and the claims and specifications hereto annexed, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modification to Surety being hereby waived, then this obligation shall be void; otherwise, to remain in full force and effect. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions Texas Government Code, Chapter 2253, as amended, and Chapter 3503 of the Texas Insurance Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said articles to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 201____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

The Resident Agent of the Surety for delivery of notice and service of process is:
Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be
prior to date of contract.

SECTION 01 25 00 - PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 PRODUCT PERFORMANCE/SUBSTITUTIONS

- A. Intention of these requirements is to establish equality of any proposed substitute product or method with standard product/method specified. When a product is specified by using a proprietary name or the particular manufacturer or vendor, specific item mentioned shall be understood as establishing type, function, dimension, appearance and quality desired. Other manufacturer's products are encouraged, provided sufficient information is submitted that allows Owner to determine products proposed are approved substitutes to those named.
- B. **Prior to Bid Date:** Owner will consider only written requests from prime bidders for acceptance, received at least ten (10) calendar days prior to bid date; requests received after that time will not be considered. If the Engineer & Owner approves a proposed substitution, the approval will be issued in the form of an Addendum.
- C. **After Bid Date:** Requests for substitution will not be accepted after bid date unless:
1. Approved product or system is discontinued from Manufacturer.
 2. Owner requests substitution.
- D. Proposed Substitutions will not be considered if:
1. Any discrepancies in test data, or if tests or submittals are incomplete.
 2. Acceptance will require substantial revision of Contract Documents.
 3. Product in opinion of Owner does not meet standards or performance of product originally specified.

1.2 SUBMITTALS

- A. Submit "Substitution Request Form", (During Bidding Phase) located at end of Section by email to jgriffin@co.collin.tx.us

PART 2 - PRODUCTS – (Not Used)

PART 3 - EXECUTION – (Not Used)

END OF SECTION

**SUBSTITUTION
REQUEST
(During Bidding Phase)**

Project: _____ From: _____
To: _____ Date: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____
Manufacturer: _____ Address: _____ Phone: _____
Trade Name: _____ Model No: _____

Attached data includes product description, specifications, drawings, photographs and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The Undersigned warrants and represents:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Pay for changes to building design and special inspection costs caused by use of product.

Submitted by: _____
Signed by: _____
Firm: _____
Address: _____
Telephone: _____

Similar Installation:
Project: _____ Architect: _____
Address: _____ Owner: _____
Date Installed: _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

**SUBSTITUTION
REQUEST
(Continued)**

OWNER'S REVIEW AND ACTION

- Substitution approved – Provide required submittals in accordance with Specifications.
- Substitution approved as noted – Provide required submittals in accordance with Specifications
- Substitution rejected – Use specified materials. Comments:

Signed by:

Date:

SUBSTITUTION
REQUEST
(After the Bidding Phase)

Project: _____ From: _____
To: _____ Date: _____

Specification Title: _____ Description: _____
Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution
Manufacturer _____ Address: _____ Phone: _____
Trade Name: _____ Model No: _____
Installer _____ Address: _____ Phone: _____

History: New Product 2-5 years old 5-10 years old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached – REQUIRED BY A/E

Reason for not providing specified item: _____

Project: _____ Architect: _____
Address: _____ Owner: _____
_____ Date Installed: _____

Proposed substitution affects other parts of Work: No Yes, explain _____

Savings to Owner for accepting substitution: _____ (\$ _____)

No Yes; [Add] [Deduct]

Proposed substitution changes Contract Time: _____ days

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

**SUBSTITUTION
REQUEST
(Continued)**

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution.
- Coordination, installation and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by: _____
 Signed by: _____
 Firm: _____
 Address: _____

 Telephone: _____
 Attachments: _____

OWNER'S REVIEW AND ACTION

- Substitution approved – Provide required submittals in accordance with Specifications.
- Substitution approved as noted – Provide required submittals in accordance with Specifications.
- Substitution rejected – Use specified materials. Comments:

Signed by: _____ Date: _____

Additional Comments: Contractor Subcontractor Supplier Manufacturer A/E _____

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SECTION 23 00 10 – MECHANICAL SUBMITTAL PROCESS**PART 1 – GENERAL****1.1 SUBMITTALS**

- A. Comply with all submittal provisions of Division 1.
- B. Submit electronic copies of the submittal to the prime consultant (i.e. architect) in order to process and track the submittals properly in accordance with Division 1 and 23 submittal requirements. Architects and consultants are to submit all submittals and RFI's to the mechanical engineer electronically. Send to "**mdengca@md-eng.com**". Submittals shall be labeled by their project specification section or CSI specification section if not listed in project specifications.
- C. Contractor is responsible to separate submittals per specification section. Unseparated submittals are subject to rejection without review.
- D. Allow a minimum of ten (10) working days for the review of submittals and each re-submittal.
- E. Submittals that have been reviewed and marked as REJECTED (REJ) or REVISE & RESUBMIT (RES) should be resubmitted within 10 days to be reviewed again by engineer.
- F. Compliance with the Contract documents shall be the sole responsibility of the Contractor. Items on equipment that are were not accepted by the Architect in writing as an approved equal shall be replaced or revised to comply with the contract documents at the Contractor's expense.
- G. Resubmission of rejected submittals shall be limited to one (1) in number. Costs for processing subsequent resubmittals in excess of the first resubmittal, resulting from the Contractor's disregard of Architect/Engineer's primary submittal rejection comments, shall be borne by the Contractor. Costs shall be based on Architect/Engineer's hourly rates as published in their current professional fee schedules and shall also include reimbursable costs for delivery, mailing, and photocopies at direct cost plus ten percent (10%).

1.2 REQUIRED SPECIFICATIONS (Project specific)

- A. The chart below are the submittals required for the project.
 - 1. Submittals marked with an "**X**" are required for this project.
 - 2. Submittals without an "**X**" are not required for this project.

See required specifications on next page

Required X	Submittal Name	Spec Reference
X	Common Work Results for HVAC <i>-O&M manual, Shop Drawings</i>	23 05 00
X	Hangers & Supports for HVAC Piping & Equip. <i>-Hangers and supports, Inserts, Hanger rods</i> <i>-Sleeves, Trapezes</i> <i>-Isolation material, Support units,</i>	23 05 29
X	Identification for HVAC Piping & Equipment <i>-Valve tags, Pipe markers, Equipment plates,</i>	23 05 53
X	Testing, Adjusting & Balancing for HVAC <i>-Certifications</i>	23 05 93
X	HVAC Insulation <i>-Piping Insulation, Duct insulation, Adhesives</i> <i>-Sealants, Covers, Aluminum UV covers.</i>	23 07 00
X	Instrumentation & Control for HVAC <i>-Shop drawings, Software, Equipment</i> <i>-Up blast, Belt driven, Utility fans, V-belt</i>	23 09 00

SECTION 23 05 00 - COMMON WORK RESULTS FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

1.2 DESCRIPTION

- A. The General Requirements for Mechanical Work are intended to be complementary to the General Requirements of the Construction Contract.
- B. Work Included: Provide complete mechanical systems where shown on the drawings, as specified herein, and as needed for a complete and proper installation including, but not necessarily limited to the following summary of work:
 - 1. Furnish and install complete revisions to heating and air conditioning system as shown on drawings and described herein.
 - 2. Other items and services required to complete the systems.

1.3 GENERAL REQUIREMENTS

- A. Unless otherwise specified, materials are to be new and of current U.S. manufacture, free from defects and of the best quality of their respective kinds.
- B. Equipment and/or materials damaged in shipment or handling, or otherwise damaged before installation, shall be replaced with new equipment and/or materials. Damaged equipment and/or materials shall not be repaired at the jobsite.
- C. Furnishing of the proper equipment and/or materials and to see that it is installed as recommended by the manufacturer is entirely the responsibility of the Contractor. If required for proper installation, the Contractor shall obtain advice and supervisory assistance from a representative of the specific manufacturer of the equipment being installed.
- D. Materials and adhesives to conform to Federal Standard Flame-Spread Properties, Inc., with composite fire and smoke hazard ratings, maximum 25 for flame spread and 50 for smoke developed. Adhesives to be waterproof.
- E. The Contractor shall promptly notify the Architect in writing of any conflict between the requirements of the Contract Documents and the manufacturer's directions and shall obtain the Architect instructions before proceeding with the work. Should the Contractor perform any such work that does not comply with the manufacturer's directions or such instructions from the Architect, he shall bear all costs arising in connection with the deficiencies.

1.4 QUALITY ASSURANCE AND APPLICABLE STANDARDS

- A. Use adequate numbers of skilled workers that are thoroughly trained and experienced in the necessary crafts and are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. The Contractor shall be responsible for fitting his material and apparatus into the building and shall carefully lay out his work at the site to conform to the structural conditions, to avoid all obstructions, to conform to the details of the installation and thereby to provide an integrated satisfactory operating installation. **The contractor must support all duct, pipe, equipment, and all other items furnished and installed under this scope from steel joists or structural steel frames. It is prohibited to support duct, pipe, equipment, and all other items furnished under this scope from the metal deck.**

- C. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.
- D. Codes: Perform all work in accordance with the latest edition of the following codes:
 - 1. State and city building, fire, plumbing and mechanical codes.
 - 2. International Fire Code
 - 3. International Mechanical Code
 - 4. International Plumbing Code
 - 5. International Electrical Code
 - 6. Energy Conservation Code
 - 7. National Fire Protection Association (NFPA)
 - 8. American with Disabilities Act (ADA)
 - 9. ICC/ANSI A117.1 Accessible and Useable Buildings and Facilities.
 - 10. All authorities having jurisdiction.
 - 11. Architectural code review drawing.
- E. The Contractor shall comply in every respect with all requirements of National Fire Protection Association, local Fire Department regulations and utility company requirements. In no case does this relieve the Contractor of the responsibility of complying with these Specifications and Drawings where specified conditions are of higher quality than the requirements of the above-specified authorities. Where requirements of the Specifications and Drawings are more lenient than the requirements of the above authorities having jurisdiction, the Contractor shall make installations in compliance with the requirements of the above authorities with no extra compensation.
- F. Where conflicts occur between drawings, specifications or code requirements, the most stringent requirement shall take precedence.
- G. Standards: The specifications and standards of the following organizations are by reference made a part of these specifications. All work, unless otherwise indicated, shall comply with the requirements and recommendations wherever applicable:
 - 1. American National Standards Institute (ANSI).
 - 2. Air Conditioning and Refrigeration Institute (ARI).
 - 3. American Gas Association (AGA).
 - 4. American Society for Testing and Materials (ASTM).
 - 5. American Society of Mechanical Engineers (ASME).
 - 6. American Society of Refrigeration, Heating and Air Conditioning Engineers (ASHRAE).
 - 7. Electrical Testing Laboratories (ETL).
 - 8. National Bureau of Standards (NBS).
 - 9. National Electrical Manufacturer's Association (NEMA).
 - 10. National Fire Protection Association (NFPA).
 - 11. Sheet Metal and Air Conditioning National Association (SMACNA).
 - 12. Underwriters Laboratories, Inc. (UL).
- H. Welding Qualifications: Qualify procedures and personnel according to the following:
 - 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."
 - 2. ASME Boiler and Pressure Vessel Code: Section IX.

1.5 REQUIREMENTS OF REGULATORY AGENCIES

- A. The requirements and recommendations of the latest edition of the Occupational Safety and Health Administration (OSHA) Act are by reference made a part of these specifications. All work shall comply with the requirements and recommendations wherever applicable.

1.6 SUBMITTALS

- A. Comply with all submittal provisions of Division 1.
- B. Submit electronic copies of the submittal to the prime consultant (i.e. architect) in order to process and track the submittals properly in accordance with Division 1 and 23 submittal requirements. Architects and consultants are to submit all submittals and RFI's to the mechanical engineer electronically. Send to "**mdengca@md-eng.com**". Submittals shall be labeled by their project specification section or CSI specification section if not listed in project specifications
- C. Product Data: Submit the following:
 - 1. Materials list of items proposed to be provided under Division 23.
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements. The term "Compliance" is understood to mean that the Contractor certifies that the submitted equipment will meet or exceed the contract document requirements. Items that do not clearly meet this definition should be identified and explained as required in the following paragraph.
 - 3. Identify the difference between the specified item or function and the proposed. Explain with enough detail so that the Engineer/Owner can easily determine that the item complies with the functional intent. List any disadvantages or advantages of the proposed item versus the specified item. Submit technical data sheets and/or pictures and diagrams to support and clarify. Organize in a clear and concise format. All substitutions shall be approved in writing by Architect. The Architect's decision shall be final.
 - 4. Allow a minimum of ten (10) working days for the review of submittals and each re-submittal.
 - 5. Submittals that have been reviewed and marked as REJECTED (REJ) or MAKE CORRECTIONS NOTED (MCN) should be resubmitted within 10 days to be reviewed again by engineer.
 - 6. Compliance with the Contract documents shall be the sole responsibility of the Contractor. Items on equipment that are were not accepted by the Architect in writing as an approved equal shall be replaced or revised to comply with the contract documents at the Contractor's expense.
 - 7. Manufacturer's recommended installation procedures which, when reviewed by the Architect, shall become the basis for accepting or rejecting actual installation procedures used on the work.
 - 8. Sign the submittal as an indication of compliance with the contract documents. Any deviations from the contract documents shall be indicated on the submittal prior to signing. Any deviations not indicated shall be cause for rejection and removal of the non-complying equipment at the Contractor's expense.
- D. Submittals required of materials and equipment under this section include the following:
 - 1. Piping and Accessories Materials:
 - a. **Clearly marked up** manufacturer's data showing compliance with the specifications for: **(Include model numbers and highlight products)**
 - 1) Piping material proposed for each system.
 - 2) Valves, cocks, and specialties.
 - 3) Flexible connectors for piping.
 - 4) Flanges.
 - b. 1/8" scale (minimum) gas, and refrigerant piping shop drawings showing coordinated piping routing and arrangements with all equipment, accessories and system expansion and contraction compensation methods.
 - 2. Vibration Isolation and Sound Control Materials:
 - a. **Submit shop drawings** showing the structural design and details of inertia bases, steel beam bases, and other custom-fabricated work not covered by manufacturer's submitted data.

- b. Furnish layouts of templates to be furnished to fabricators of equipment bases, foundations, and other support systems, as needed for coordination of vibration isolation units with other work.
 - c. Submit shop drawings indicating the scope of vibration isolation work, locations of units and flexible connections. Include support isolation points for piping, air handling units, inertia bases, etc.
 - d. Include schedule of isolation units, showing size or manufacturer's part number, the weight supported and resulting deflection of each unit.
 - e. For spring isolation units, show wire size, spring diameter, free height, solid-compression height, operating height, fatigue characteristics and ratio of horizontal to vertical stiffness.
 - f. For spring-and-pad type isolation units, show the basis of spring rate selection for the range of loading weights.
3. Mechanical Identification Materials:
- a. **Clearly marked-up** product literature or samples showing compliance with specified materials for: **(Include model numbers and highlight products)**
 - 1) Valve tagging.
 - 2) Pipe marking.
 - 3) Equipment marking.
4. Insulation:
- a. Manufacturer's certified data on thermal performance.
 - b. Details, when required, of methods to be used in providing for unusual piping expansion and contraction.
 - c. Manufacturer's data on any alternate insulation material of reduced thickness, including pre-insulated pipe.
 - d. Manufacturer's data on all jacketing materials, sealants and fasteners.
5. Testing and Balancing:
- a. Brief description of test and balance contractor experience.
 - b. Certificate of Qualification from AABC.
 - c. Biographical information of the Registered Professional Engineer and certified Test and Balance Supervisor proposed to manage the project.
 - d. List of instruments to be used with latest date of calibration test for each.
 - e. Test and balance reports.
6. Record Documents: Reference the requirements detailed in this section.
7. Operation and Maintenance Data: Reference the requirements detailed in this section.
- E. Resubmission of rejected submittals shall be limited to one (1) in number. Costs for processing subsequent resubmittals in excess of the first resubmittal, resulting from the Contractor's disregard of Architect/Engineer's primary submittal rejection comments, shall be borne by the Contractor. Costs shall be based on Architect/Engineer's hourly rates as published in their current professional fee schedules and shall also include reimbursable costs for delivery, mailing, and photocopies at direct cost plus ten percent (10%).

1.7 SUBSTITUTIONS

- A. Comply with all provisions of Division 1.
- B. The use of manufacturers' names and catalog numbers followed by the phrase "or equal" is generally used to establish a standard of quality and utility for the specified items and to provide a dimensional reference for construction documents that are drawn to scale.
- C. Submittals for "equal" items shall, where applicable, include the following data that are not necessarily required for specified items:
 1. Performance characteristics.
 2. Materials.
 3. Finish.

4. Certification of conformance with specified codes and standards.
 5. Manufacturer's specifications and other data needed to prove compliance with the specified requirements. The term "Compliance" is understood to mean that the Contractor certifies that the submitted equipment will meet or exceed the contract document requirements. Items that do not clearly meet this definition should be identified and explained as required in Paragraph 6 below.
 6. Identify the difference between the specified item or function and the proposed. Explain with enough detail so that the Architect/ Engineer/Owner can easily determine that the item complies with the functional intent. List any disadvantages or advantages of the proposed item versus the specified item. Submit technical data sheets and/or pictures and diagrams to support and clarify. Include shop drawings for all piping and ductwork equipment per Paragraph 1.5 Submittals. Organize in a clear and concise format
- D. Submittals of "equal" components or systems may be rejected if:
1. The material or equipment would necessitate the alteration of any portion of the mechanical, electrical, architectural or structural design.
 2. Dimensions vary from the specified material or equipment in such a manner that accessibility or clearances are impaired or the work of other trades is adversely affected.
- E. Proposed substitutions for materials or equipment must be submitted ten (10) days prior to final bid date for consideration as approved equals. Otherwise, such substitutions will not be permitted. Proposals for substitutions shall be made only by the prime bidders. Manufacturers, distributors, and sub-contractors shall not make proposals to the Architect for substitutions.
- F. All equipment installed on this project shall have local representation, local factory authorized service, and a local stock of repair parts
- G. No substitution shall be made unless authorized in writing by the Architect. Should a substitution be accepted, and should the substitute material prove defective or otherwise unsatisfactory for the service intended, and within the guarantee period, the Contractor shall replace this material or equipment with material or equipment specified, at his own expense, and to the satisfaction of the Architect.
- H. Contractors submitting bids on substitute materials and equipment must also provide a written performance guarantee certifying that the substitute materials and equipment will produce the specified effects and meet the approval of the Architect.
- 1.8 **ORDINANCES, PERMITS, METERS, UTILITIES AND ROYALTIES**
- A. Procure all permits and licenses necessary for completion of this project and pay all lawful fees required and necessary pursuant in obtaining said permits and licenses. All required certificates of approvals and inspections by local governing and regulating authorities shall be obtained and paid for by the Contractor.
 - B. Pay all fees required for the connection of gas to utility mains, and any meter fees if required.
 - C. Pay any royalty payments required or fees for the use of patented equipment or systems. Defend all law suits or claims for infringement of any patent rights and shall hold the Owner and/or Architect/Engineer harmless from loss as a result of said suits or claims.
- 1.9 **COMPATIBILITY OF EQUIPMENT**
- A. Assume full responsibility for satisfactory operation of all component parts of the mechanical systems to assure compatibility of all equipment and performance of the integrated systems in accordance with the requirements of the specifications. Should the Contractor consider any part of the specifications or drawings as rendering his acceptance of such responsibility impossible, prohibitive, or restrictive, he shall notify the Engineer before submitting his bid, and the bid shall be accompanied by a written statement of any objections or exceptions to the specifications and drawings.

- B. The size of mechanical and electrical equipment indicated on the Drawings is based on the dimensions of a particular manufacturer. While other manufacturers may be acceptable, it is the responsibility of the Contractor to determine if the equipment he proposes to furnish will fit in the space. Fabrication Drawings shall be prepared when required by the Architect/Engineer or Owner to indicate a suitable arrangement.
- C. All equipment shall be installed in a manner to permit access to all surfaces. All valves, motors, drives, filters, and other accessory items shall be installed in a position to allow removal for service without disassembly of another part.

1.10 CONSTRUCTION REQUIREMENTS

- A. The drawings show the arrangements of work. Should project conditions necessitate rearrangement, or if the materials or equipment can be installed to a better advantage in a different manner, the Contractor shall, before proceeding with the work, prepare and submit five copies of Drawings of the proposed arrangement for the Architect's review. Allow a minimum of ten (10) working days for review.
- B. Should the Contractor propose to install equipment requiring space conditions other than those shown, or rearrange the equipment, he shall assume responsibility for the rearrangement of the space and shall have the Architect review the change before proceeding with the work. The request for such changes shall be accompanied by shop drawings of the space in question. Identify monetary credits proposed or other benefits of the change. Allow a minimum of ten (10) working days for review.
- C. The Contractor shall be responsible for the proper location and size of all slots, holes or openings in the building structure pertaining to his work and for the correct location of pipe sleeves.

1.11 PROJECT RECORD DOCUMENTS

- A. Provide the record documents associated with the work of Division 23 in strict accordance with the provisions of these specifications.
- B. Throughout progress of the Division 23 Work, maintain an accurate record of changes in the Contract Documents that apply to work of Division 23. Changes shall include all addendums issued during bidding. Maintain an accurate record of the location of mechanical service lines and outlets and all outside utilities.
- C. Delegate the responsibility for maintenance of Record Documents to one person on the Contractor's staff as approved by the Architect.
- D. Accuracy of Records
 - 1. Thoroughly coordinate changes within the Record Documents, making adequate and proper entries on each page of Specifications and each sheet of drawings and other documents where such entry is required to show the change properly. Match the symbology and format of the base documents.
 - 2. Accuracy of records shall be such that a future verification of items shown in the Contract Documents may rely reasonably on information obtained from the approved Project Record Documents.
- E. Maintain the job set of Record Documents completely protected from deterioration and from loss and damage until completion of the work and transfer of all recorded data to the final Project Record Documents.
- F. Making Entries on Drawings
 - 1. Using an erasable colored pencil (not ink or indelible pencil), clearly describe the change by graphic line and note as required.
 - 2. Date all entries.
 - 3. Call attention to the entry by a "cloud" drawn around the area or areas affected.
 - 4. In the event of overlapping changes, use different colors for the overlapping changes.
 - 5. Make entries within 24 hours after receipt of information that the change has occurred.

6. Maintain the base drawing format and use the same symbology.
 7. Convert field mark-ups to finished CADD record drawings when required in this section.
- G. Conversion of Schematic Layouts
1. In some cases on the drawings, arrangements of ductwork and piping and similar items are shown schematically and are not intended to portray precise physical layout. Determine final physical arrangement subject to the Architect's approval. However, design of future modifications of the facility may require accurate information as to the final physical layout of items which are shown only schematically on the drawings.
 2. Show on the job set of record drawings, by dimension accurate to within one inch, the centerline of each run of items such as all sleeves and piping, etc., below grade, in walls, or in the concrete slab. A surface mounted device indicates the exact location:
 - a. Clearly identify the item by accurate note such as "Sanitary Sewer" and the like.
 - b. Show, by symbol or note, the vertical location of the item "under slab," "in ceiling plenum," "exposed," and the like.
 - c. Make all identification sufficiently descriptive that it may be related reliably to the specifications.
- H. Final Project Record Documents
1. The purpose of the final Project Record Documents is to provide factual information regarding all aspects of the Work, both concealed and visible, to enable future modification of the Work to proceed without lengthy and expensive site measurement, investigation, and examination.
 2. Provide CAD electronic files in .dwg format using AutoCAD software. Upon written request, completion of a release form, and payment of the Engineer's standard fee of \$200 plus applicable sales tax for a set-up charge and \$50 per drawing plus applicable sales tax for copies of such files, Engineer will provide AutoCAD electronic files of base Contract Drawings in dwg format on compact discs. Engineer will also provide a list of drawing layers and names that shall be maintained.
 3. Provide completed record drawings on CD-R and one full size hard copy of each drawing.
 4. Refer to Division 1 for additional requirements.
- A. OPERATION AND MAINTENANCE DATA
Submit two copies of a preliminary draft of the proposed manual or manuals to the Architect for review and comments. Allow a minimum of ten (10) working days for review.
- B. Submit specified number copies of the approved manual to the Architect prior to indoctrination of operation and maintenance personnel.
- C. Prepare in accordance with the following standards:

Format:

Size: 8½" x 11"

Paper: White bond, at least 20 lb. weight

Text: Neatly written or printed

Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within the Manual and provide a drawing pocket inside rear cover or bind in with text.

- Flysheets: Separate each section of the Manual with neatly prepared flysheets briefly describing contents of the ensuing section; flysheets may be in color.
- Binding: Use heavy-duty plastic or fiber-board covers with binding mechanism concealed inside the manual; 3-ring binders will be acceptable; all binding is subject to the Architect's approval.
- Measurements: Provide all measurements in U.S. standard units such as feet-and-inches, lbs, and cfm. Where items may be expected to be measured within ten years in accordance with metric formulae, provide additional measurements in the "International System of Units" (SI).

- D. Provide front and back covers for each manual, using durable material approved by the Architect, and clearly identified on or through the cover with at least the following information:

OPERATING AND MAINTENANCE INSTRUCTIONS

OPERATING AND MAINTENANCE MANUAL (Required Layout

- Title Page
 - Job Name
 - Site Address
 - Include Contact information of prime contractor.
- Table of contents
- Warranty Information.
 - Include all contractor warranties
 - Signed and dated documents
- Permits-Inspections
- Subcontractor list
 - Include all subcontractors.
 - Company name, Contact info.
 - Trade Responsibility.
- Vendor list
 - Include name and addresses of vendors
 - Warranty information
 - Replaceable parts
- Approved submittals
 - Include all approved product submittals
- Reports/Certificates/Redlines
 - Engineers Observation Reports
 - Engineer/Manufacturer Start-up Report (VRF only)
 - Contractor Start-up Report
 - Manufacturer Start-up Report
 - Test & Balance Report
 - As-builts for Duct, & refrigeration piping
 - Updated VRF Selection Report (Refrigeration line measurements and refrigeration calculations)
 - Owners Training Report (All Trades)
- O&M Manuals
- Equipment Information.
 - Include Model, Serial and location.
- Signed Approval
 - Page for approval signature of the engineer and approval date.

- E. Contents: Include at least the following:
1. Neatly typewritten index near the front of the manual, giving immediate information as to location within the manual of all emergency information regarding the installation.
 2. Complete instructions regarding operation and maintenance of all equipment provided including lubrication, disassembly, and reassembly.
 3. Complete nomenclature of all parts of all equipment.
 4. Complete nomenclature and part number of all replaceable parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
 5. Copy of all guarantees and warranties issued.
 6. Manufacturer's bulletins, drawings, and descriptive data, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
 7. Such other data as required in other sections of these specifications.

1.12 WARRANTY

- A. Contractor shall warranty all equipment and workmanship for a period of one year after date of substantial completion and replace or repair any faulty equipment or installation at no cost to the Owner for such service during this period, all in accordance with requirements of Division 1.
- B. This warranty shall not void specific warranties issued by manufacturers for greater periods of time. Nor shall it void any rights guaranteed to the Owner by law.
- C. Warranties shall be in writing in a form satisfactory to the Owner, and shall be delivered to the Owner before final payment is made.
- D. Upon completion of the work of Division 23, thoroughly clean all exposed portions of the mechanical installation, removing all traces of soil, labels, grease, oil and other foreign material and using only the type cleaner recommended by the manufacturer of the item being cleaned.

PART 2 - PRODUCTS

2.1 ACCESS DOORS

- A. Access doors mounted in painted surfaces shall be of Milcor (Inland-Ryerson Construction Products Company) manufacturer, Style K for plastered surfaces and Style M or DW for non-plastered surfaces. The Style K doors shall be set so that the finished surface of the door is even with the finished surfaces of the adjacent finishes. Access doors mounted on tile surfaces shall be stainless steel materials. Access doors shall be a minimum of 18" x 18" in size.

PART 3 - EXECUTION

3.1 ACCESS DOORS

- A. In fire-rated walls, access door shall be fire rated same as wall.

3.2 TESTING AND INSPECTION

- A. Provide personnel and equipment, make required tests, and secure required approvals from the Architect and governmental agencies having jurisdiction.
- B. Make written notice to the Architect adequately in advance of each of the following stages of construction:
1. When all rough-in is complete, but not covered.
 2. As specified in all Division 23 sections.
 3. At the completion of the work of Division 23.

- C. When material or workmanship is found to not comply with the specified requirements, remove the noncomplying items from the job site and replace them with items complying with the specified requirements at no additional cost to the Owner. This shall be performed within 3 days after receipt of written notice of noncompliance.

3.3 INSTALLATION METHODS

- A. Unless noted otherwise, piping may be run exposed in mechanical rooms and janitor's closets. Piping exposed in mechanical rooms and janitor's closets shall be run tight against the structure, as required by the Architect, allowing for expansion.
- B. Conceal piping to be installed as hereinbefore specified.
- C. Piping suspended from the structure shall be adequately and properly supported on hanger rods or clamps as specified in Section 23 0529 "Hangers and Supports for HVAC Piping and Equipment". Perforated strap hangers will not be permitted. **The contractor must support all pipe, equipment, and all other items furnished and installed under this scope from steel joists or structural steel frames. It is prohibited to support pipe, equipment, and all other items furnished under this scope from the metal deck.**
- D. Where space is limited above ceilings, below concrete beams or other concrete projections, piping shall be sleeved through the beam or projection, rather than hung below. Provide sleeves where required and locate where approved by the Architect.
- E. Cut pipe accurately to measurements established at the building and install into position without springing or forcing. All open ends of pipes shall be capped or otherwise closed until the systems are closed with final connections.
- F. No pipe joints nearer than 12" to a wall, ceiling or floor penetration will be permitted, unless joint is of the welded type.
- G. Piping systems shall be made up straight and true and run at proper grades to permit proper flow of the contained material. Piping shall be graded for proper drainage.
- H. Piping shall follow as closely as possible the routes shown on plans, which take into consideration conditions to be met at the site and in the building. Should any unforeseen conditions arise, lines shall be changed or rerouted as required after approval from the Architect.
- I. All piping shall be installed with due regard to expansion and contraction and so as to prevent excessive strain and stress in the piping and in connections to equipment.
- J. All piping shall be clean when it is installed; rust and/or dirt shall be removed.
- K. For additional installation requirements, refer to individual sections in Division 23.

3.4 CUTTING AND PATCHING

- A. Perform cutting and patching associated with the work in strict accordance with the provisions of Division 1 of these Specifications and the following:
 - 1. Coordinate work to minimize cutting and patching work. Cut and patch walls, floors, etc., resulting from work in existing construction or by failure to provide proper openings or recesses in new construction. If cutting and patching is required, it shall be performed by trades specializing in that type work.
 - 2. Perform Architect-approved cutting and demolition by methods which will prevent damage to other portions of the work and provide proper surfaces to receive installation of new work and/or repair.
 - a. Openings cut through concrete and masonry shall be made with masonry saws and/or core drills and at such locations acceptable to the Architect. Impact-type equipment will not be used except where specifically acceptable to the Architect.
 - b. Openings in precast concrete slabs or walls for pipes, etc., shall be core drilled to exact size. Oversize the hole to allow for link seals, and to deter pipe corrosion condensation from forming.

- c. Where openings are cut through masonry walls, provide and install lintels or other structural supports to protect the remaining masonry. Adequate supports shall be provided during the cutting operation to prevent any damage to the masonry occasioned by the operation. All structural members, supports, etc., shall be of the proper size and shape, and shall be installed in a manner acceptable to the Architect.
 - d. Openings cut through plaster or drywall shall be cut prior to plaster finish coat or texture coat on drywall. Cutting of the finish coat of plaster or texture coat of drywall will not be permitted unless written approval of the Architect is obtained.
 - e. Openings shall be restored and/or repaired as required to replace the cut surface to an "as-new" and/or "as original" condition. Refer to the appropriate section of the specifications for the material involved.
- 3. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.
 - 4. Assume responsibility for the proper size of all sleeves and/or blockouts in the building structure pertaining to the work and for providing the correct location of pipe sleeves and/or blockouts.
 - 5. No cutting, boring or excavating which will weaken the structure will be permitted.

3.5 DEMOLITION AND RELOCATION

- A. The Contractor shall modify, remove, and/or relocate all materials and items so indicated on the Drawings or required by the installation of new facilities. All removals and/or dismantling shall be conducted in a manner as to produce maximum salvage. Salvage materials shall remain the property of the Owner, and shall be delivered to such destination or otherwise disposed of as directed by the Owner. Materials and/or items scheduled for relocation and which are damaged during dismantling or reassembly operations shall be repaired and restored to good operative condition. The Contractor may, at his discretion, and upon the approval of the Owner, substitute new materials and/or items of like design and quality in lieu of materials and/or items to be relocated.
- B. All items which are to be relocated shall be carefully removed in reverse to original assembly or placement and protected until relocated. The Contractor shall clean and repair and provide all new materials, fittings, and appurtenances required to complete the relocations and to restore to good operative order. All relocations shall be performed by workmen skilled in the work and in accordance with standard practice of the trades involved.
- C. When items scheduled for relocation and/or reuse are found to be in damaged condition before work has been started on dismantling, the Contractor shall call the attention of the Owner to such items and receive further instructions before removal. Items damaged in repositioning operations are the Contractor's responsibility and shall be repaired or replaced by the Contractor as approved by the Owner, at no additional cost to the Owner.
- D. Service lines and wiring to items to be removed, salvaged, or relocated shall be removed to points indicated on the Drawings, specified, or acceptable to the Owner. Service lines and wiring not scheduled for reuse shall be removed to the points at which reuse is to be continued or service is to remain. Such services shall be sealed, capped, or otherwise tied-off or disconnected in a safe manner acceptable to the Owner. All disconnections or connections into the existing facilities shall be done in such a manner as to result in minimum interruption of services to adjacent occupied areas. Services to existing areas or facilities which must remain in operation during the construction period shall not be interrupted without prior specific approval of the Owner as hereinbefore specified.

3.6 JOBSITE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Include required work to correct conditions detrimental to the timely and proper completion of all Division 21 Work. Do not proceed until unsatisfactory conditions are corrected.

- B. The Contractor shall at all times take such precautions as may be necessary to properly protect all materials and equipment from damage from the time of delivery until the completion of the work. This shall include the erection of all required temporary shelters and supports to adequately protect any items stored in the open on the site from the weather, the ground and surrounding work; the cribbing of any items above the floor of the construction; and the covering of items in the incomplete building with tarpaulins or other protective covering; the installation of electric heaters in electrical switchgear and similar equipment to prevent moisture damage. Failure on the part of the Contractor to comply with the above will be sufficient cause for the rejection of the items in question.
- C. Take particular care not to damage the building structure in performing work. All finished floors, step treads, and finished surfaces shall be covered to prevent any damage by workmen or their tools and equipment during the construction of the building.
- D. Equipment and materials shall be protected from rust both before and after installation. Any equipment or materials found in a rusty condition at the time of final inspection must be cleaned of rust and repainted as specified elsewhere in these Specifications.

3.7 STORAGE AND PROTECTION

- A. Contractor shall provide the required protection of equipment and materials from the time of delivery until the completion of the Work. Protect from damage, rust, rain, humidity and dust.
- B. Do not receive equipment or materials on the jobsite until adequate space has been provided for storage.
- C. Provide adequate supports for protection from the ground and erect required shelters for items stored in the open.
- D. Items stored within the building are to be adequately protected and covered with tarpaulins or other protective covering.
- E. Protect the building at all times during construction from damage by workmen, their tools and/or equipment. Protect floors, steps, wall, ceilings, doors, windows and other finish surfaces.
- F. Equipment and materials found in a rusty condition at completion of the work will be thoroughly cleaned of rust and refinished as required to its original condition.

3.8 PREPARATION AND COORDINATION

- A. Perform coordination work in strict accordance with provisions of these specifications and the following:
 - 1. Coordinate as necessary with other trades to assure proper and adequate interface with all work.
 - 2. Where pipes or other fire suppression items are shown in conflict with locations of structural members and other equipment, include labor and materials required for extensions, offsets and supports to clear the encroachment.
 - 3. Although such work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation of the fire suppression system.
 - 4. Coordinate accepted equipment changes from those scheduled or specified with other trades affected. Additional compensation to other trades for equipment changes is the responsibility of the Contractor making the change.

- B. The Mechanical, Electrical, Plumbing, and associated Drawings are necessarily diagrammatic by their nature, and are not intended to show every connection in detail or every pipe or conduit in its exact location. These details are subject to the requirements of standards referenced elsewhere in these specifications, and structural and architectural conditions. The Contractor shall carefully investigate structural and finish conditions and shall coordinate the separate trades in order to avoid interference between the various phases of work. Work shall be organized and laid out so that it will be concealed in furred chases and suspended ceilings, etc., in finished portions of the building, unless specifically noted to be exposed. All exposed work shall be installed parallel or perpendicular to the lines of the building unless otherwise noted.
- C. When the mechanical, plumbing and electrical Drawings do not give exact details as to the elevation of pipe, conduit and ducts, the Contractor shall physically arrange the systems to fit in the space available at the elevations intended with proper grades for the functioning of the system involved. Piping, exposed conduit and the duct systems are generally intended to be installed true and square to the building construction, and located as high as possible against the structure in a neat and workmanlike manner. The Drawings do not show all required offsets, control lines, pilot lines and other location details. Work shall be concealed in all finished areas.
- D. The general installation precedence of materials shall be as follows. Note that if an interference is encountered, this shall guide the contractor in the determination of which trade shall be given the "Right-of-Way".

Building lines
Structural Members
Soil and Drain Piping
Condensate Drains
Vent Piping
Supply, Return, and Outside Air Ductwork
Exhaust Ductwork
Fire Protection Piping
Gas Piping
Domestic Water (Cold and Hot)
Electrical Conduit

- E. Where items such as diffusers, thermostats, switches, and control panels are not specifically located on the Drawings, locate as determined in the field by the Architect. Where such items are installed without such specific direction, relocate as directed by the Architect and at no additional cost to the Owner.
- F. Verify all dimensions and distances. No additional compensation will be allowed because of differences between work shown on the Drawings and actual dimensions and distances at the jobsite.

END OF SECTION

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SECTION 23 05 29 - PIPE HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section

1.2 SUMMARY

- A. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the installation of all necessary identification items as indicated on the drawings and as specified.
- B. Work included:
 - 1. Pipe hangers and supports.
 - 2. Sleeving for mechanical equipment.
- C. Submittals: Provide submittals as required in Section 23 0500 "Common Work Results for HVAC".

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.

1.5 SUBMITTALS:

- A. **Provide submittals as required in Section 23 00 10, "Submittal Process".**

PART 2 - PRODUCTS

2.1 PIPE HANGERS AND SUPPORTS

- A. Supports, hangers, anchors, guides and supplementary steel shall be provided for horizontal and vertical piping and shall meet or exceed the ASA Code for Pressure Piping.
- B. Rod sizes noted are minimum sizes. The structural integrity of the supports is the responsibility of the Contractor.
- C. Hangers Supporting and Contacting Brass or Copper:
 - 1. 3" and Smaller: Grinnell Fig. CT-109, copper plated, split-ring hanger with adjusters.
 - 2. 4" and Larger: Grinnell Fig. CT-65, copper plated, clevis hanger with 2 nuts each rod.
 - 3. Isolate copper or brass from ferrous metals with an approved dielectric material.
- D. Hangers Supporting Insulated Lines:
 - 1. Outside Diameter of Insulation 6" or Smaller and all Ferrous Pipe 3" Diameter and Smaller: Grinnell Fig. 108, malleable iron, split type with adjustable swivel and locknut.
 - 2. Outside Diameter of Insulation 7" and Larger and all Ferrous Pipe Larger than 3" Diameter: Grinnell Fig. 260, malleable iron, clevis hanger with two nuts on each support.

- E. Protection Shields for Hangers:
1. Galvanized metal shields shall encircle the lower half of the insulation.
 2. Provide shields at hangers on dual and low temperature pipes on trapeze type hangers.
 3. Provide rigid insulation at all shields and hangers, extending a minimum of 6" each side of hanger.
 4. Shield gauges shall be as follows:

<u>Insulation Diameter</u>	<u>U.S.S. Gauge (Galvanized)</u>
Up to 3"	22
3" thru 6"	16
Above 6"	12

- F. Supports for Vertical Riser Piping:
1. Provide Grinnell Fig. 261 double bolt riser clamps at each floor. Bear on structure.
 2. At 8 feet o.c., 2-hole rigid clamps. Kindorf channels and C-105 straps. Support from vertical surfaces.
 3. Brass or copper pipe shall be isolated from support with sheet polyethylene, minimum 1/8" thick.
- G. Supports for Vertical and Horizontal Piping in Chases and Partitions:
1. Provide securely anchored supports for pipes serving plumbing fixtures and equipment near the area the pipe penetrates the wall.
 2. Supports shall be steel plate, angles or unistruts mounted vertically or horizontally with unistrut clamps P2426, P2008 or P1109.
 3. Attach supports to wall or floor construction with clip angles, brackets or other approved anchoring devices.
 4. Brass and copper pipe shall be isolated from support with sheet polyethylene, minimum 1/8" thick.

2.2 INSERTS

- A. Provide inserts at each hanger as required for concrete support. Avoid interference with concrete reinforcing.
- B. Inserts to be malleable iron case of galvanized steel shell and expander plug for threaded connection with lateral adjustment, top slot for reinforcing rods, and lugs for attaching to forms.
- C. Provide reinforcing as required to support load.
- D. Size inserts to suit threaded hanger rods.

2.3 HANGER RODS

- A. Provide steel hanger rods, threaded both ends, threaded one end or continuous threaded.
- B. Size hanger rods as follows:

<u>Pipe Size</u>	<u>Rod Diameter</u>
4" & Smaller	3/8"
5" thru 8"	1/2"
10" & 12"	5/8"
14" & 16"	3/4"

2.4 SLEEVES

- A. Provide sleeves where pipes penetrate floors, walls, foundations, fireproofing, etc.
- B. Size sleeves large enough to allow for movement due to expansion and to provide for continuous movement. Provide a bead of sealant in space between pipe and sleeve. Use link-seal to seal between pipe and sleeve for all slab on grade floor penetrations.
- C. Use Schedule 40 galvanized steel pipe sleeves for all floor and foundation penetrations. Sleeves shall extend minimum of 2" above finished floor and flush with vertical wall surface.

2.5 TRAPEZES

- A. Trapezes of Kindorf, Elcen or approved equal may be provided where multiple lines run horizontally at the same elevation.

2.6 STRAP HANGERS

- A. Under no circumstances will perforated strap iron or wire be acceptable for hangers on this project.

PART 3 - EXECUTION

3.1 INSTALLATION OF SUPPORTS

- A. All pipe supports shall be designed and installed to avoid interferences with other piping, hangers, ducts, electrical conduit, supports, building structure, equipment, etc. All piping shall be installed with due regard to expansion and contraction. The type of hanger, method of support, location of support, etc., shall be governed in part by this specification.
- B. Pipe hangers shall be attached to the structure as follows:
 - 1. Poured-in-Place Concrete: Each hanger rod shall be fitted with a nut at its upper end, which nut shall be set into an Underwriters' Laboratories, Inc., listed universal concrete insert placed in the formwork before concrete is poured.
 - 2. Steel Bar Joists: Where pipes and loads are supported under bar joists, hanger rods shall be run through the space between the bottom angles and secured with a washer and two nuts. Where larger lines are supported beneath bar joists, hanger rods shall be secured to angle irons of adequate size. Each angle shall span across two or more joists as required to distribute the weight properly and shall be welded to the joists or otherwise permanently affixed thereto.
 - 3. Steel Beams: Pipes and loads supported under steel beams shall be installed using approved beam clamps.

3.2 SPACING

- A. Install hangers for steel piping with the following maximum spacing and minimum rod sizes according to MSS SP 69 Tables 3 and 4:
 - 1. NPS 3/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
 - 2. NPS 1: Maximum span, 7 feet; minimum rod size, 3/8 inch.
 - 3. NPS 1-1/4: Maximum span, 7 feet; minimum rod size, 3/8 inch.
 - 4. NPS 1-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 - 5. NPS 2: Maximum span, 10 feet; minimum rod size, 3/8 inch.
 - 6. NPS 2-1/2: Maximum span, 11 feet; minimum rod size, 1/2 inch.
 - 7. NPS 3: Maximum span, 12 feet; minimum rod size, 1/2 inch.
 - 8. NPS 3-1/2: Maximum span, 13 feet; minimum rod size, 1/2 inch.
 - 9. NPS 4: Maximum span, 14 feet; minimum rod size, 5/8 inch.
 - 10. NPS 5: Maximum span, 16 feet; minimum rod size, 5/8 inch.

11. NPS 6: Maximum span, 17 feet; minimum rod size, 3/4 inch.
 12. NPS 8: Maximum span, 19 feet; minimum rod size, 3/4 inch.
 13. NPS 10: Maximum span, 22 feet; minimum rod size, 7/8 inch.
 14. NPS 12: Maximum span, 23 feet; minimum rod size, 7/8 inch.
 15. NPS 14: Maximum span, 25 feet; minimum rod size, 1 inch.
 16. NPS 16: Maximum span, 27 feet; minimum rod size, 1 inch.
 17. NPS 18: Maximum span, 28 feet; minimum rod size, 1 inch.
 18. NPS 20: Maximum span, 30 feet; minimum rod size, 1-1/4 inches.
- B. Install hangers for copper tubing with the following maximum spacing and minimum rod sizes:
1. NPS 1/2: Maximum span, 5 feet; minimum rod size, 3/8 inch.
 2. NPS 5/8: Maximum span, 5 feet; minimum rod size, 3/8 inch.
 3. NPS 1: Maximum span, 6 feet; minimum rod size, 3/8 inch.
 4. NPS 1-1/4: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 5. NPS 1-1/2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 6. NPS 2: Maximum span, 8 feet; minimum rod size, 3/8 inch.
 7. NPS 2-1/2: Maximum span, 9 feet; minimum rod size, 3/8 inch.
 8. NPS 3: Maximum span, 10 feet; minimum rod size, 3/8 inch.
 9. NPS 4: Maximum span, 12 feet; minimum rod size, 1/2 inch.
- C. Spacing and rod sizes for other piping materials shall be as recommended by the manufacturer.

3.3 TRAPEZES

- A. Trapeze members, including suspension rods, shall be properly sized for the number, size and loaded weight of the lines they are to support. Install as noted above.

3.4 MISCELLANEOUS

- A. Install any other special foundations, hangers and supports indicated on the drawings, specified elsewhere, or required by installation conditions.

END OF SECTION

SECTION 23 05 53 - IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

1.2 SCOPE

- A. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the installation of all necessary identification items as indicated on the drawings and as specified.
- B. Work included:
 - 1. Valve tagging
 - 2. Pipe marking
 - 3. Equipment marking
- C. Submittals: **Provide submittals as required in Section 23 00 10. "Submittal Process"**.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.
- C. When requested, provide the Architect with manufacturer's certificate that materials meet or exceed minimum requirements as specified. Marking system shall conform to ASME 13.1, latest edition and OSHA 29 CFR 1910.261 requirements.

PART 2 - PRODUCTS

2.1 VALVE TAGS

- A. Provide a tag for each valve in main and branch piping of natural gas and refrigerant piping systems.
 - 1. Tags shall be 1-1/2" diameter of solid brass with blacked filled stamped characters of 1/4" height above and 1/2" height below.
 - 2. Provide 8" long meter seals for use with valve tags.
- B. Provide a valve chart with a schedule and location plans for all identified equipment, both in a frame with an acrylic cover to be located as directed by the Architect.

2.2 PIPE MARKERS

- A. Provide pipe markers for pipes that provide 360 degree visibility with ANSI approved color coded background, color of legend in relation to background color, legend letter size, and length of color field. Additionally, direction of flow arrows shall be printed on the same markers, and words shall be repeated and reversed for use with flow in either direction.
 - 1. Each marker shall be formed with a clear acrylic covering suitable for use outdoors.
 - 2. For diameters 3/4" to 6", marker shall be formed in order to snap on and completely surround the pipe. For diameters 6" and larger, provide radius formed markers of same material.

2.3 EQUIPMENT PLATES

- A. Plate shall be black with white letters that appear when the plate is engraved.
- B. Plate material shall be specifically suited for conditions surrounding the equipment. Outdoor equipment shall require special plate material for outdoor use.
- C. Plate size shall be as required with lettering size appropriate for the information shown but in no case less than 1/8" high. Lettering style shall match existing facility standards.
- D. Nomenclature for plates shall be based on the equipment designations shown on the equipment schedules and as approved by the Architect.

2.4 CONCEALED DEVICES

- A. Operable devices and equipment located above ceilings shall be marked with color coded W. H. Brady "Tack" type markers.

2.5 MANUFACTURERS

- A. Provide marking system as manufactured by W. H. Brady Company, Seton, Craftmark, or approved equal.

PART 3 - EXECUTION

3.1 GENERAL

- A. Place all markers and plates in such locations that they are easily read by a person without assuming awkward or hazardous positions.

3.2 VALVE TAGS

- A. Secure one valve tag to each REFRIGERANT valve.

3.3 PIPE MARKERS

- A. For diameters 3/4" to 6", markers shall snap around the pipe, completely surrounding the pipe. Markers shall not require taping or the use of any adhesive material or fasteners to permanently secure them to the pipe. For diameters 6" and larger, secure with stainless steel spring fasteners.
- B. Install sufficient quantities of markers that tracing of pipe systems can be readily accomplished. Install within three feet before and/or after penetrations through walls, floors, ceilings, underground or other non-accessible enclosures; at access doors, manholes or other access points which permit view of concealed piping; and when there is a change in direction of the concealed pipe. Locations in major mechanical rooms shall be labeled at a maximum spacing of every 20 feet. Other piping shall have labels at a maximum spacing of every 30 feet and at least once in every area that the pipe passes over or through. Install additional markers where directed by the Architect.

3.4 EQUIPMENT PLATES

- A. Provide engraved plates for all HVAC equipment and all remote mounted starter/disconnects.
- B. Secure all plates with two self-tapping metal screws with round heads. Alternately, plates may be fastened with "pop" rivets provided no cracking or injury occurs to the plate. Plates attached with adhesives shall not be permitted.

END OF SECTION

SECTION 23 05 93 - TESTING, ADJUSTING, AND BALANCING FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

1.2 SUMMARY

- A. Testing and Balancing Agency Qualifications
 1. The testing, adjusting, and balancing of the heating, ventilating and air conditioning systems shall be performed by a technical firm or balancing agency certified in Hydronic TAB and system commissioning by the Associated Air Balance Council (AABC). The TAB agency shall also employ a permanent full time Registered Professional Engineer on staff with a minimum of five years specialized experience in testing and balancing. The testing and balancing agency shall possess calibrated instruments, qualified engineers, and skilled technicians to perform required tests in accordance with the AABC.
 2. The testing and balancing agency shall be an independent firm separate and distinct from; not to be associated with, or be subsidiary of a firm performing work under other Sections of Division 22 & 23 and shall be under contract directly to the Owner.
- B. Testing and Balancing Agency Responsibilities
 1. Submittals
 - a. Engineer and Technicians Data: Submit proof that the agency, the Test and Balance Engineer assigned to supervise the procedures, and the technicians proposed to perform the procedures meet the qualifications specified.
 - b. Sample Form: Submit sample forms, proposed for use on this project, for approval.
 - c. Certified Reports: Submit testing, adjusting, and balancing reports bearing the seal and signature of the Certified Agency.
 2. Review the construction documents, submittal, and shop drawings for balance ability. Submit a list of suggestions or recommendations to the Architect/Engineer for consideration.
 3. Perform a job site observation prior to the ceiling installation to verify that ductwork, piping, dampers, valves, and air terminal devices have been installed per the contract documents. Submit in writing to the Architect/Engineer a list of any discrepancies noted.
 4. Test, adjust and balance the heating, ventilating, and air conditioning systems in accordance with AABC National Standards for field measurement.
 5. Verify the operation, calibration, and set points of all air conditioning systems controls.
 6. Submit in writing to the Architect/Engineer a list of deficiencies for correction by the installing contractor. In the event a deficiency remains after being reported as corrected, the balancing agency may submit an itemized request for its lost time for payment by the installing contractor. All deficiencies that prevent proper T&B work from being completed shall be corrected prior to submittal of the Final T&B Report.
 7. Submit certified, bound, typewritten report for approval by the Owner and Architect/Engineer including all test report data, instrument calibration, and schematic drawings of the HVAC layout.

8. Make a total of three inspections within 90 days after occupancy of the building to insure that satisfactory conditions are being maintained. Submit a report of the findings to the Owner and Architect/Engineer.
- C. Contractor Responsibilities
1. The Contractor shall provide the T&B firm with copies of all Drawings, Specifications, Shop Drawings, Submittal Data, Up-to-Date Revisions, Change Orders, and other data required for planning, preparation and execution of the T&B work.
 2. Coordinate the HVAC installation and start up schedule with the T&B Agency and General Contractor to allow sufficient time prior to the completion date for testing and balancing to be conducted and deficiency items corrected and retested. Provide sufficient personnel and utilities to operate the HVAC systems during normal and overtime hours to meet the completion date and testing and balancing schedule.
 3. The Mechanical Contractor shall install all systems complete and provide balancing valves, test plugs, thermometer wells, flow measurement orifices, volume dampers, splitter dampers, etc. necessary for T&B work. All equipment shall be operated at the Contractor's expense for a minimum of three consecutive days prior to balancing in order to make certain the equipment is free from mechanical defects, runs smoothly and quietly, and performs satisfactorily to meet the requirements set forth in the contract documents.
 4. Provide written notification to the T&B agency and General Contractor the systems are ready for balancing. Should the systems not be ready for balancing, it shall be the Contractor's responsibility to compensate the T&B Agency for time lost.
 5. Correct any deficiency items noted during testing and balancing including controls calibration, installation of balancing devices, sheave replacements, and motor replacements at no additional cost to the Owner. Provide written notification to the Testing and Balancing Agency and General Contractor when systems are ready for retesting. Should the systems not be ready for retesting it shall be the Contractors responsibility to compensate the T&B Agency for time lost.
 6. It shall be the responsibility of the Contractor to install all valves, dampers, and other adjustment devices in a manner that will leave them accessible and readily adjustable.
 7. Perform all tests of plumbing, mechanical and piping systems and equipment as specified herein and as required to obtain approvals from all authorities having jurisdiction.
 8. Provide all instruments, materials and labor to perform the testing and to obtain and record all measurements.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. The balancing agency shall have a complete set of instruments as required by AABC standards.
- B. Calibration histories for each instrument used for measurement shall be available for examination. Calibration, accuracy, and maintenance of all instruments shall be in accordance with AABC standards.

PART 3 – EXECUTION

3.1 CLEANING AND ADJUSTING

- A. Equipment, piping, and valves shall be cleaned of grease, metal cuttings and foreign matter that may have accumulated from operation of the system during the test. Any stoppage, discoloration or other damage to the finish, furnishings or parts of the building, due to the Contractor's failure to properly protect such items shall be repaired by the Contractor without additional cost to the Owner.

3.2 EQUIPMENT AND SYSTEM TESTS

- A. General: The Test and Balance firm shall test all HVAC equipment and systems and make final adjustments and corrections necessary to place the systems in proper operating condition.
 - 1. After testing and balancing, patch insulation and housings, using materials identical to those removed. Air test drilled openings shall be sealed with plastic plugs to allow future access. Seal insulation to re-establish integrity of the vapor barrier.
 - 2. Mark equipment settings, including valve indicators and similar controls and devices to show final settings.

3.3 SYSTEM OPERATING TESTS

- A. After the successful completion of all equipment start-up and test requirements, the following formal testing and balancing shall be performed on the complete mechanical system:
 - 1. Temperature Controls - The balancing agency shall be assisted by the temperature controls contractor in the commissioning of the operation and calibration of all temperature control systems. The following tests are required:
 - a. Verify all controlling devices are calibrated and set for design operating conditions.
 - b. Verify all components are installed and functional.
 - c. Verify the accuracy of each temperature sensor by temperature measurement.
 - d. Check the sequence of operation for all control modes to ensure that they are in accordance with the contract documents.
 - e. Verify that default setpoints are correct if different from the normal operating set points.
 - f. Verify all interlock systems function.
 - g. Perform all system verifications to assure the safety of the system and its components.
 - 2. Mechanical Contractor Responsibility
 - a. Final Operating Test: An operating test shall be performed by the Contractor to the satisfaction of the Engineer and the Owner for a period of not less than 8 hours. Should any element of the system not perform properly, the Contractor shall make all required corrections, and the test shall be repeated until successfully performed

3.4 TEST AND BALANCE REPORT

- A. The Final TAB Report shall be typewritten on 8.5 x 11 inch white bond paper, in bound form with an index and tabs to segregate the data into logical sections. The summary shall include information on special testing conditions and results. A listing of the TAB Agency, Contractor, Owner, Architect, and Engineer shall be included.
- B. The report shall present data entered on AABC standard forms (modified as necessary to include additional data hereinafter required) or pre-approved acceptable equivalent thereof.
- C. The report shall contain copies of pump curves, fan curves, field test reports and as-built plans (size 11 x 17 inches) of the HVAC systems.
- D. Include a certification sheet containing the seal and name, corporate address, telephone number, and signature of the Certified Test and Balance Engineer.
- E. Include a listing of the instrumentation's used for the procedures along with the proof of calibration.
- F. System Identification - Each supply, return, and exhaust opening shall be identified and numbered on reduced plans no larger than 11 x 17 inches to correspond to the numbers used on the report data sheets.

- G. Air Handling Unit Test Report Forms - Record the manufacturer, model number and motor nameplate data and all design and manufacturer-rated data including supply, return, and outside airflows, fan rpm, sp, and bhp. Report the following.
 - 1. Total actual cooling coil GPM by differential pressure and coil performance charts. Include coil performance form.
 - 2. Coil EAT and LAT (db/wb), EWT, LWT, and air pressure drops.

- 3.6 FINAL JOB MEETING
 - A. At job completion, all Division 21, 22, 23, 26, and 28 representatives shall meet at the job site and shall demonstrate the operation of all equipment and systems. The Engineer and Owner shall be advised in writing 10 days prior to the time and date of this inspection.

- 3.7 SYSTEM PERFORMANCE VERIFICATION:
 - A. Testing and Balancing Agency
 - 1. At the time of final inspection, the Test and Balance Agency may be required to recheck, in the presence of the Owner's representative, specific and random selections of data recorded in the Certified Report.
 - 2. Points and areas for recheck shall be selected by the Owner's representative.
 - 3. Measurement and test procedures shall be the same as approved for work forming basis of Certified Report.
 - 4. If random tests elicit a measured flow deviation of 10% or more from that recorded in the Certified Report the report will be rejected, all systems shall be retested, new data recorded, new Certified Report submitted, and new inspection tests made, at no additional cost to Owner.

END OF SECTION

SECTION 23 07 00 - HVAC INSULATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

1.2 SUMMARY

- A. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the insulation of the mechanical systems as indicated on the drawings and as specified herein.
- B. Factory insulated equipment is excluded from this section of the specifications except that the insulating material characteristics shall equal or exceed those of specified materials for similar service.
- C. Work Included:
 - 1. Piping:
 - a. Cooling coil chilled water lines.
- D. **Submittals: Provide submittals as required in Section 23 00 10, "Submittal Process".**

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Without additional cost to the Owner, provide such other labor and materials as are required to complete the work of this Section in accordance with the requirements of governmental agencies having jurisdiction, regardless of whether such materials and associated labor are called for elsewhere in these Contract Documents.
- C. When requested, provide the Architect with manufacturer's certificate that materials meet or exceed minimum requirements as specified.
- D. Acceptable Manufacturers:
 - 1. Fiberglass Insulation:
 - a. Owens-Corning Fiberglas
 - b. Manville
 - c. Certain Teed
 - 2. Urethane Insulation:
 - a. Armstrong (Armalok)
 - b. Thermacor
 - 3. Mastics:
 - a. Benjamin Foster
 - b. Insul-Coustic
 - c. Chicago Mastic
 - d. Childers Products
 - 4. High Temperature Bonding Cements: Ryder Thermocote
 - 5. PVC Fittings: Zeston, Inc.

1.4 GENERAL

- A. All materials shall be applied by workmen skilled in this trade. Mechanical fasteners shall be used whenever possible to assure permanent construction. Unsightly work shall be cause for rejection.
- B. Materials will be applied only after all surfaces have been tested and cleaned.

- C. All material, jacket, coverings, sealers, mastics and adhesives shall not exceed flame spread rating of 25 and smoke developed of 50 in accordance with ASTM Method E84, UL Standard 723 and NFPA Bulletins 255 and 90A.
- D. Insulation shall be vermin resistant.
- E. Non-compressible insulation material shall be installed at hangers of cold piping to eliminate through metal conductance.
- F. Sizing, paint, pipe shield or saddle, and internal duct insulation shall be provided under other sections of Division 23.
- G. Insulation of cold surfaces shall be vapor sealed.
- H. Minimum thickness of insulation shall be as listed or energy code as adopted by authority having jurisdiction. However, sufficient insulation shall be provided to eliminate condensation on the cold surfaces and to maintain a maximum exterior insulation surface of 125°F. (OSHA Standard) on the hot surfaces.

PART 2 - PRODUCTS

2.1 PIPING SYSTEMS

- A. Pipe Insulation:
 - 1. Above ground-Johns Manville Micro-Lok® HP Ultra is a fiberglass pipe insulation which has factory-applied, polypropylene-coated, ASJ vapor retarder jacket with 100 Psi puncture-resistance. Provide a closure system designed to adhere securely to the polypropylene-coated jacket which will remain intact even in high temperatures and humidity. **Maximum Service Temp (Nominal): 850°**, **Minimum Thermal Conductivity 75°F (24°C): 0.23**
 - a. Use pre-formed PVC fitting covers with fiberglass inserts. Fiberglass shall be same density as pipe insulation.
 - 2. Chilled water lines within the air handler case shall be insulated from AC unit case to the coil headers. Material shall be closed cell type with 1" thick molded pipe covering with a density of 7 lbs. thermal conductivity at 0.28 at 75°F. Split in insulation shall be orientated at the high point. All joints shall be glued with manufacturer's adhesive.

2.2 ADHESIVES

- A. Water based, polymeric, UL classified lagging adhesive for applying canvas and glass cloth; Foster 30-36 or Childers CP-50.
- B. A fast setting, rubber based, UL classified, vapor barrier lap and attachment adhesive; Foster 85-15 or Childers CP-85.
- C. Same adhesive, except non-flammable when wet; Foster 85-20 or Childers CP-82.
- D. A rubber based, UL classified, fast setting contact adhesive for adhering flexible cellular insulation; Foster 82-40 or Armstrong 520.

2.3 INSULATION THICKNESS

- A. Piping insulation thickness based on a maximum k value of 0.23 Btu in/hr ft² °F at a mean temperature of 75°F.

Pipe Sizes			
System	Runouts To 12 ft. Max.	1 1/2" and Less	1 1/2" Up
Chill water piping	1"	1"	2"
Chill water internal piping to AHU case	1"	1"	1"

2.4 EXPANSION AND BALL JOINT INSULATION COVERS

- A. Furnish and install removable and reusable insulation covers.
- B. Insulation and jacketing material shall be as required for service temperatures.
- C. Covers shall have hook and loop fasteners and draw cords

PART 3 - EXECUTION

3.1 GENERAL

- A. The installation of all insulation shall be made by experienced craftsmen in a neat, workmanlike manner and shall be in accordance with the manufacturer's published recommendations for service intended, as interpreted by the Architect.
- B. All adhesives used in conjunction with insulation shall be compatible with the insulation and vapor barrier used and be vermin-proof and mildew resistant.

3.2 APPLICATION

- A. Install materials in accordance with manufacturer's instructions.
- B. Insulation shall be the full specified thickness, continuous through walls, floors, ceilings, etc. Reducing thickness or cutting back of insulation to pass obstructions or through sleeves will not be permitted.
- C. Valve and fitting insulation shall be built up to the thickness of the adjacent pipe insulation or may be factory prefabricated units at the Contractor's option.
- D. Any painting of pipe insulation shall be accomplished under the Painting Section. After finish painting, any insulation showing splits or other signs of poor workmanship shall be replaced.
- E. No part of any system shall be insulated until all required tests have been completed.
- F. All insulation shall be installed so that it does not interfere with the functions of thermometer wells, gage connections and/or cocks, unions, access panels, hand holes, manholes, sight glasses, etc., or obscure serial numbers or other nameplate data.
- G. Insulation shall be extended to include stiff leg supports as required to prevent sweating.
- H. Complete vapor barriers to prevent sweating shall be installed on all cold systems and equipment. If a single tape adhesive system or staples are used for closure of the longitudinal lap, a vapor barrier mastic must be used to ensure a vaporproof closure. All edges and abutments shall be sealed, waterproof and vaporproof. Supplier of jacket materials shall certify that the material proposed is approved for use in return air plenums, where applicable.
- I. Where necessary, the application of insulation shall be arranged to accommodate movement of piping due to thermal expansion and/or contraction.
- J. Piping supports shall pass completely around the exterior of the finished insulation. Rigid blocks of insulation material shall be provided at all support points. In addition, sheet metal saddles shall be provided at support points in accordance with the following table:

Pipe Size	Gauge Metal	Saddle Length
Up to 2-1/2"	18	6"
3" - 5"	16	10"
6" - 8"	16	14"
10" and Over	16	18"

- K. Saddles shall cover the bottom of the insulation, and saddle edges shall be hemmed or suitably covered to prevent damage to the insulation material.
- L. The vapor barrier and finish shall be continuous at all support points.

END OF SECTION

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SECTION 23 09 00 - INSTRUMENTATION AND CONTROL FOR HVAC

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The Drawings and General Provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to the Work in this Section.

1.2 SUMMARY

- A. This Section includes control equipment for revised HVAC systems and components as shown on the plans shown to be controlled by the existing Honeywell Building Automation System (BAS).
- B. The BAS contractor shall review and study all drawings and the entire specification to become familiar with the equipment and system operation and to verify the quantities and types of devices to be provided.
- C. All interlock, control and power wiring and installation of new control devices associated with the equipment described in this specification, and documents, shall be provided under this Contract. All power wiring shall conform to the methods and materials described in the Base Building Division 26 Section "Low-Voltage Electrical Power Conductors and Cables".
- D. Provide services and manpower necessary for commissioning of system in coordination with the HVAC Contractor, Testing and Balancing Contractor, Electrical Contractor and Owner's Representative. Refer Division 23 Section "Testing, Adjusting and Balancing for HVAC".
- E. All work performed under this section of the specifications will comply with all codes, laws and governing bodies. If the drawings and/or specifications are in conflict with governing codes, the Contractor shall submit a proposal with appropriate modifications to the project to meet code restrictions. If this specification and associated drawings exceed governing code requirements, the specification will govern. The Controls Contractor shall obtain and pay for all necessary construction permits and licenses associated with this scope of work.

1.3 QUALITY ASSURANCE

- A. Existing Building Automation System (BAS) revisions shall be manufactured, tested and installed in accordance with the following standards:
 - 1. National Electrical Manufacturers Association (NEMA).
 - 2. Underwriters Laboratories (UL).
 - 3. BACnet Testing Laboratories (BTL).
 - 4. National Fire Protection Association (NFPA).
- B. Installer Qualifications: Automatic control system manufacturer's authorized representative who is trained and approved for installation of system components required for this Project.
- C. Upon completion of the installation, the Contractor shall thoroughly inspect, check, adjust, calibrate, and make ready for use all devices/sensors comprising the control system and certify that they are installed in accordance with "Record" Drawings.
- D. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.
- E. Data Communications Protocol: Certify that each proposed Controls system component complies with ASHRAE Standard 135 for each protocol.
- F. Quality Management Program
 - 1. Designate a competent and experienced employee to provide BAS Project Management. The designated Project Manager shall be full time on this project and be empowered to make financial, technical, scheduling and related decisions on behalf of the BMS Contractor. At minimum, the Project Manager shall:
 - a. Serve as the point of contact for the Construction Team.
 - b. Manage the scheduling of the work to ensure that adequate materials, labor and other resources are available when needed.

- c. Lead and be involved in the coordination efforts with other trades.
- d. Be responsible for the work and actions of the BAS workforce on site.
- G. As evidence and assurance of the Contractor's ability to support the project's Commissioning efforts, the Contractor must have successfully completed three commissioned projects totaling at least the value of this contract, as a minimum.

1.4 SUBMITTALS

- A. **Provide submittals as required in Section 23 00 10, "Submittal Process".**

1.5 WARRANTY

- A. Controls Contractor shall guarantee all system components and installations to be free from defects for one (1) year from the date of acceptance as determined by the Owner. Any defects found during this period shall be repaired and/or replaced at no cost to the Owner. The Controls Contractor shall provide maximum of 24-hour response time for trouble calls or maintenance.

PART 2 - PRODUCTS

2.1 ACTUATORS

- A. Electric Motors: Size to operate with sufficient reserve power to provide smooth modulating action or two-position action.
 - 1. Comply with requirements in Division 23 Section "Common Motor Requirements for HVAC Equipment".
 - 2. Permanent Split-Capacitor or Shaded-Pole Type: Gear trains completely oil immersed and sealed. Equip spring-return motors with integral spiral-spring mechanism in housings designed for easy removal for service or adjustment of limit switches, auxiliary switches, or feedback potentiometer.
 - 3. Nonspring-Return Motors for Valves Larger Than NPS 2-1/2: Size for running torque of 150 in. x lbf and breakaway torque of 300 in. x lbf.
 - 4. Spring-Return Motors for Valves Larger Than NPS 2-1/2: Size for running and breakaway torque of 150 in. x lbf.
 - 5. Nonspring-Return Motors for Dampers Larger Than 25 Sq. Ft.: Size for running torque of 150 in. x lbf and breakaway torque of 300 in. x lbf.
 - 6. Spring-Return Motors for Dampers Larger Than 25 Sq. Ft.: Size for running and breakaway torque of 150 in. x lbf.
- B. Electronic Actuators shall be of 0 10 VDC type. Direct-coupled type designed for minimum 60,000 full-stroke cycles at rated torque. The minimum actuator impedance shall be 800 ohms even when more than one actuator is connected in parallel. Spring return shall be required for two-position (NO/NC) control sequence or for steam valve control. Non-spring return actuators shall be used for all modulating sequence of control. They shall conform to all requirements of sequence descriptions specified or scheduled. Main mechanical equipment actuators shall have a manual position dial to allow manual positioning of valve in absence of control power.
 - 1. Valves: Size for torque required for valve close off at maximum pump differential pressure.
 - 2. Coupling: V-bolt and V-shaped, toothed cradle.
 - 3. Overload Protection: Electronic overload or digital rotation-sensing circuitry.
 - 4. Fail-Safe Operation: Mechanical, spring-return mechanism. Provide external, manual gear release on nonspring-return actuators.
 - 5. Power Requirements (Modulating): Maximum 10 VA at 24-V ac or 8 W at 24-V dc.
 - 6. Proportional Signal: 2- to 10-V dc or 4 to 20 mA, and 2- to 10-V dc position feedback signal with damper position indicator indicating percent of travel.
 - 7. Temperature Rating: Minus 0 degrees to plus 122 deg F.
 - 8. Actuator Housing: Molded or die-cast zinc or aluminum.
 - 9. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Division 23 Section "Common Motor Requirements for HVAC."

10. Size to operate with sufficient reserve power to provide smooth modulating action.
 - a. Permanent Split-Capacitor or Shaded-Pole Type: Gear trains completely oil immersed and sealed. Equip spring-return motors with integral spiral-spring mechanism in housings designed for easy removal for service or adjustment of limit switches, auxiliary switches, or feedback potentiometer.

2.2 CONTROL VALVES

- A. Control Valves: Factory fabricated, of type, body material, and pressure class based on maximum pressure and temperature rating of piping system, unless otherwise indicated.

2.3 CONTROL CABLE

- A. Control cable shall be shielded.
- B. Control wire penetrating a plenum shall be plenum rated with a 25/50 smoke rating
- C. Control wiring ran through a vertical shaft more than 2 floors shall be installed in a continuous raceway and a pull box at each floor.

PART 3 - EXECUTION

3.1 DELIVERY, STORAGE, AND HANDLING

- A. Factory-Mounted Components: Where control devices specified in this Section are indicated to be factory mounted on equipment in other Sections, arrange for shipping of control devices to equipment manufacturer. Upon delivery the equipment manufacturer shall inspect shipment for visual damages. The Controls Contractor shall replace any damaged control equipment at no cost to the Owner.
- B. Provide factory shipping containers for each piece of equipment. Provide factory applied plastic end caps on each length of pipe and tube. Maintain cartons and end caps through shipping, storage and handling as required to prevent equipment and pipe-end damage, and to eliminate dirt and moisture from equipment and inside of pipe and tube. Where possible store equipment and materials inside and protected from weather. When necessary, to store outside, elevate well above grade and enclose with durable water-proof wrapping.

3.2 EXAMINATION

- A. Verify that power supply is available to all controllers, and electric actuators.

3.3 COORDINATION

- A. Coordinate location of temperature sensors, humidistats, and other exposed control sensors with plans and room finish details before installation.
- B. Coordinate supply of conditioned electrical branch circuits for control units with Division 26 contractor. BAS contractor responsible for work associated with installation of power supply from electrical panelboard to all powered controllers and devices.

3.4 INSTALLATION

- A. Connect and configure equipment and software to achieve exiting sequence of operations specified in base specifications.
- B. Install labels and nameplates to identify control components according to Division 23 Section "Identification for HVAC Piping and Equipment".

3.5 ADJUSTING

- A. Calibrating and Adjusting (For new AHU chill water valves):
 1. Calibrate instruments.
 2. Make three-point calibration test for both linearity and accuracy for each analog instrument.
 3. Calibrate equipment and procedures using manufacturer's written recommendations and instruction manuals. Use test equipment with accuracy at least double that of instrument being calibrated.

4. Control System Inputs and Outputs:
 - a. Check digital inputs using jumper wire.
 - b. Check digital outputs using ohmmeter to test for contact making or breaking.
 - c. Check resistance temperature inputs at 0, 50, and 100 percent of span using a precision-resistant source.
5. Flow:
 - a. Set differential pressure flow transmitters for 0 and 100 percent values with 3-point calibration accomplished at 50, 90, and 100 percent of span.
 - b. Manually operate flow switches to verify that they make or break contact.
6. Pressure:
 - a. Calibrate pressure transmitters at 0, 50, and 100 percent of span.
 - b. Calibrate pressure switches to make or break contacts, with adjustable differential set at minimum.
7. Temperature:
 - a. Calibrate resistance temperature transmitters at 0, 50, and 100 percent of span using a precision-resistance source.
 - b. Calibrate temperature switches to make or break contacts.
8. Stroke and adjust control valves and dampers without positioners, following the manufacturer's recommended procedure, so that valve or damper is 100 percent open and closed.
9. Stroke and adjust control valves and dampers with positioners, following manufacturer's recommended procedure, so that valve and damper is 0, 50, and 100 percent closed.
10. Provide diagnostic and test instruments for calibration and adjustment of system.
11. Provide written description of procedures and equipment for calibrating each type of instrument. Submit procedures review and approval before initiating startup procedures.

END OF SECTION

MEP ABBREVIATIONS

ABV	ABOVE
AC	ALTERNATING CURRENT
AC	AIR CONDITIONER
AFC	ABOVE FINISHED CEILING
AFI	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AG	ABOVE GRADE AND GFI
AHAP	AS HIGH AS POSSIBLE
AHU	AIR HANDLING UNIT
AL	ALTERNATE
AMB	AMBIENT TEMPERATURE (F. DEGREE)
AMP	AMPERE
APPROX	APPROXIMATELY
ARCH	ARCHITECTURAL
AVG	AVERAGE
B	BOILER
B.G.	BELOW GRADE
BMS	BUILDING MANAGEMENT SYSTEM
BRD	BAROMETRIC RELIEF DAMPER
BTU	BRITISH THERMAL UNIT
CD	CONSTRUCTION DOCUMENTS
CFH	CUBIC FEET PER HOUR
CFM	CUBIC FEET PER MINUTE
CH	CHILLER
CHEM	CHEMICAL
CHP	CHILLED WATER PUMP
CKT	CIRCUIT
CL	CEILING
CMPR	COMPRESSOR
CT	COOLING TOWER
CWP	CONDENSER WATER PUMP
CU	CONDENSING UNIT
DB	DRY BULB
DEFL	DEFLECTION
DEG. F	DEGREES FAHRENHEIT
DET	DETAIL
DD	DESIGN DEVELOPMENT
DIA	DIAMETER
DISC	DISCONNECT SWITCH
DIM	DIMENSION
EA	EXHAUST AIR
EDB	ENTERING DRY BULB
EF	EXHAUST FAN
ELEC	ELECTRICAL
ELEV.	ELEVATION
EMCS	ENERGY MGMT. CONTROL SYSTEM
E.S.P.	EXTERNAL STATIC PRESS. (IN. W.G.)
EWB	ENTERING WET BULB
EWI	ENTERING WATER TEMPERATURE
EXH	EXHAUST
EXIST	EXISTING
FA	FREE AREA OPENING (SQ. FT.)
FCO	FLOOR CLEAN OUT
FCU	FAN COIL UNIT
FHP	FRACTIONAL HORSE POWER
FLR	FLOOR
FPI	COIL FINS PER INCH
FRM	FEET PER MINUTE
FPS	FEET PER SECOND
FT	FOOT OR FEET
GFI	GROUND FAULT INTERRUPTER
GPM	GALLONS PER MINUTE
HD	HEAD
HCA	HANDSOFF/AUTO. MOTOR STARTER
HP	HORSE POWER
HPU	HEAT PUMP UNIT
HR	HOURS(S)
HT	HEIGHT
HTG	HEATING
HTR	HEATER
HVAC	HEAT VENT AND AIR CONDITIONING
HWP	HOT WATER PUMP
HX	HEAT EXCHANGER
HZ	FREQUENCY (HERTZ)
ID	INSIDE DIAMETER OR DIMENSION
IN.	INCHES
KW	KILOWATT
KWH	KILOWATT HOUR
LAT	LEAVING AIR TEMPERATURE
LWT	LEAVING WATER TEMPERATURE
MAX	MAXIMUM
MCA	MINIMUM CURRENT AMPS
MCCP	MAX. OVER CURRENT PROTECTION
MBH	1000 BTU PER HOUR
MECH	MECHANICAL
MFR	MANUFACTURER
MIN.	MINIMUM
MVD	MANUAL VOLUME DAMPER
N/A	NOT APPLICABLE
NC	NOISE CRITERIA
ND	NOT IN CONSTRUCTION
NK	NECK DIMENSION
NO	NUMBER
OA	OUTSIDE AIR
OAR	OWNER'S AUTHORIZED REPRESENTATIVE
OB	OPPOSED BLADE DAMPER
OD	OUTSIDE DIAMETER
OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
ORIG	ORIGINAL
P.D.	PRESSURE DROP (FT)
PH	PHASE
PMB	POWERED MIXING BOX
PLBG	PLUMBING
PNL	PANEL
PRESS	PRESSURE
RA	RETURN AIR
RAG	RETURN AIR GRILLE
RD	RADIUS
RE	REFERENCE
RPM	REVOLUTIONS PER MINUTE
RTU	ROOF TOP UNIT
S/S	SINGLE SPEED MOTOR
S/S/S	START/STOP/STATUS
SA	SUPPLY AIR
SAG	SUPPLY AIR GRILLE
SDC	STAND ALONE DIGITAL CONTROLLER
SEER	SEASON ENERGY EFFICIENCY RATIO
SENS	SENSOR
SP	STATIC PRESSURE
SQ	SQUARE
STR	MOTOR STARTER
TEMP.	TEMPERATURE
T.S.P.	TOTAL STATIC PRESSURE (IN. W.G.)
UH	UNIT HEATER
UNO	UNLESS NOTED OTHERWISE
V	VOLT
VAV	VARIABLE AIR VALVE
VEL.	VELOCITY
W	WATT
WI	WITH
W/O	WITHOUT
W.G.	WATER GAUGE
WB	WET BULB
WCO	WALL CLEAN OUT
WP	WEATHERPROOF
WPD	WATER PRESSURE DROP
WPS	WEATHERPROOF GFI
XMR	TRANSFORMER

DUCTWORK LEGEND

16X12	SHEET METAL DUCT	
→	DIRECTION OF FLOW	
=====	INTERNALLY INSULATED SHEET METAL DUCT	
-----	HIDDEN SHEET METAL DUCT	
	ROUND ELBOW DOWN (R/A SIMILAR)	
	ROUND ELBOW UP (R/A SIMILAR)	
	RADIUS ELBOW (R=1.5 MIN.)	
	45 DEGREE ELBOW (R=1.5 MIN.)	
	SIZE OR SHAPE TRANSITION	
	TURNING VANES (RECTANGULAR, SMOOTH RADIUS)	
	FLEXIBLE DUCT CONN. W/DAMPER	
	BRANCH TAKE-OFF	
	WYE JUNCTION	
	SUPPLY DUCT SECTION UP	
	SUPPLY DUCT SECTION DOWN	
	RETURN DUCT SECTION UP	
	RETURN DUCT SECTION DOWN	
	EXHAUST DUCT SECTION UP	
	90 DEGREE S/A ELBOW DOWN	
	90 DEGREE S/A ELBOW UP	
	90 DEGREE R/A ELBOW DOWN	
	EXHAUST DUCT SECTION DOWN	
	90 DEGREE R/A ELBOW UP	
	RADIUS ELBOW (R=1.5 MIN.)	
	SQUARE ELBOW WITH DOUBLE WALL TURNING VANES	
	BRANCH TAKE-OFF WITH VANED EXTRACTOR	
	SPIN-IN TAP WITH DAMPER	
	TEE WITH SQUARE ELBOWS, TURNING VANES & SPLITTER DAMPER	
	SIDEWALL SUPPLY GRILLE OR REGISTER WITH AIR EXTRACTOR	
	S/A GRILLE/REGISTER W/ROUND NECK & FLEX CONNECTION, 4-WAY THROW (U.N.O.)	
	S/A GRILLE/REGISTER W/SQUARE NECK, 4-WAY THROW (U.N.O.)	
	R/A GRILLE OR REGISTER	
	VOLUME DAMPER	
	COUNTER WEIGHTED BACKDRAFT DAMPER	
	FIRE DAMPER	
	FIRE/SMOKE DAMPER (WITH SM. DET.)	
	SMOKE DAMPER (WITH SM. DET.)	
	MOTORIZED DAMPER	
	STATIC PRESSURE SENSOR	
	AIRFLOW MEASURE STATION	
	THERMOSTAT OR TEMP SENSOR/ HUMIDISTAT/CARBON DIOXIDE SENSOR	
	ACCESS DOOR	
	DUCT MOUNTED SMOKE DETECTOR (TUBE SENSING TYPE)	

ALL SYMBOLS ON THIS LIST ARE NOT NECESSARILY USED ON THIS PROJECT.

HVAC & PLUMBING, VALVE & FITTINGS SYMBOLS

	TEE, UP
	TEE, DOWN
	SINGLE SWEEP TEE
	CROSS
	LATERAL
	45 DEGREE ELBOW
	90 DEGREE ELBOW
	90 DEGREE ELBOW UP
	90 DEGREE ELBOW DOWN
	CAP
	SINGLE W.F. LATERAL STUB
	DOUBLE W.F. LATERAL STUB
	SINGLE W.F. LAT. & TRAP
	DOUBLE W.F. LAT. & TRAP
	FLOOR DRAIN RISER W/TRAP
	FLOOR CLEAN OUT
	CLEAN OUT
	FLOOR DRAIN
	HUB DRAIN
	DOWN SPOUT
	FIRE HOSE CABINET
	VENT THRU ROOF
	OVERFLOW ROOF DRAIN
	ROOF DRAIN
	GAS PRESSURE REDUCING VALVE
	CHECK VALVE
	OS & Y VALVE
	GLOBE VALVE
	GATE VALVE
	BALANCING VALVE (WITH PETE'S PLUG EITHER SIDE)
	BUTTERFLY VALVE
	BALL VALVE
	SOLENOID VALVE
	PLUG VALVE
	PRESSURE REDUCING VALVE
	PRESSURE RELIEF VALVE
	CONTROL, 2 WAY VALVE
	CONTROL, 3 WAY VALVE
	MOTORIZED ISOLATION VALVE (2 POSITION-24V)
	MOTORIZED CONTROL VALVE (MODULATING-24V)
	FLOOR CONTROL VALVE
	ANGLE GATE VALVE
	ANGLE GLOBE VALVE
	MANUALLY CALIBRATED BALANCING VALVE
	AUTOMATIC FLOW CONTROL VALVE
	STRAINER & BLOW OFF VALVE
	PRESSURE GAUGE & COCK
	UNION OR COMPANION FLANGES
	THERMOMETER
	PRESSURE & TEMPERATURE TAP (PETE'S PLUG)
	THERMOSTAT
	HUMIDISTAT
	FLOW METER
	ANCHOR PIPE
	EXPANSION JOINT
	PIPE GUIDE
	MANUAL AIR VENT
	AUTOMATIC AIR VENT
	HOSE END DRAIN
	HOSE BIBB
	THERMOMETER & WELL
	TEMPERATURE SENSOR
	FLOW SWITCH
	PRESSURE SENSOR
	COMPRESSED AIR TAP
	FLOAT AND THERM. TRAP
	BUCKET STEAM TRAP
	PIPE SIZE REDUCER (CONCENTRIC)
	PIPE SIZE REDUCER (ECCENTRIC)

ALL SYMBOLS ON THIS LIST ARE NOT NECESSARILY USED ON THIS JOB.

GENERAL HVAC NOTES:

- CONTRACTOR SHALL VERIFY THE EQUIPMENT CLEARANCE REQUIREMENTS WITH THE MANUFACTURER'S RECOMMENDATIONS. EXACT LOCATION OF SELECTED EQUIPMENT SHALL BE COORDINATED WITH THE EXISTING MECHANICAL EQUIPMENT AND DUCTWORK TO PROVIDE RECOMMENDED CLEARANCES FOR MAINTENANCE.
- VERIFY THAT ALL EXISTING MECHANICAL EQUIPMENT MAINTAIN UNOBSTRUCTED MAINTENANCE ACCESS FOR ALL PANELS, CONTROLS AND CONDUIT.
- THE INSTALLING CONTRACTOR SHALL DEMO THE EXISTING VALVE AND ACTUATOR ONLY AFTER THE ELECTRICAL INFRASTRUCTURE TO THE NEW ELECTRONIC ACTUATOR LOCATION IS IN PLACE IN AN EFFORT TO REDUCE OPERATIONAL DOWN TIME OF THE EXISTING HVAC SYSTEMS. ALL WORK AND ANY OPERATIONAL DOWN TIME SHALL BE COORDINATED WITH THE FACILITY ENGINEERS.
- THIS CONTRACTOR SHALL REPORT AND REPAIR ANY DEFICIENCIES FOUND IN THE EXISTING EQUIPMENT IN AN EFFORT TO PROVIDE THE OWNER WITH A FULLY OPERATIONAL HVAC AND DDC CONTROLS SYSTEM.
- AFTER THE NEW AHU COOLING COIL VALVE AND ELECTRONIC ACTUATOR IS INSTALLED ADJACENT TO THE EXISTING AHU, THE INSTALLING CONTRACTOR SHALL CHECK THE OPERATIONAL SIGNAL TO THE DDC SYSTEM TO CONFIRM THE POINT(S) AND TO ADJUST/ CALIBRATE THE DAMPER/ ACTUATOR LINKAGE ACCORDINGLY. THE DAMPER SHALL THEN BE CYCLED AND VISUALLY INSPECTED FOR COMPLIANCE WITH THE EXISTING LIFE SAFETY AND NORMAL 'SEQUENCES OF OPERATION'.

GENERAL PROJECT NOTES:

- PROVIDE ALL MATERIALS AND EQUIPMENT AND PERFORM ALL LABOR REQUIRED TO INSTALL COMPLETE AND OPERABLE MECHANICAL SYSTEM AS INDICATED ON THE DRAWINGS, AS SPECIFIED AND AS REQUIRED BY ALL NATIONAL, STATE AND LOCAL CODES.
- CONTRACT DRAWINGS FOR MECHANICAL WORK (HVAC, AND FIRE PROTECTION) ARE DIAGRAMMATIC AND ARE INTENDED TO CONVEY SCOPE AND GENERAL ARRANGEMENT ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY FOR INSTALLING ALL MATERIALS PER SMANACA AND THE MANUFACTURER'S STANDARDS.
- COORDINATE INSTALLATION OF ALL MECHANICAL WORK WITH ELECTRICAL WORK, ETC., SHOWN ON THE OTHER CONTRACT DRAWINGS.
- WHEN TWO OR MORE ITEMS OF THE SAME TYPE OF EQUIPMENT ARE REQUIRED, THE PRODUCT OF ONE MANUFACTURER SHALL BE USED.
- ALL CONTROL WIRE AND CONDUIT SHALL COMPLY WITH THE LATEST EDITION NATIONAL ELECTRIC CODE AND DIVISION 16 (23) OF THE SPECIFICATION.
- ALL MISCELLANEOUS STEEL REQUIRED TO ENSURE PROPER INSTALLATION AND AS SHOWN IN DETAILS FOR PIPING AND CONTROLS, CONDUIT, UNISTRUT, ALL THREAD, WIRE CLIPS AND HANGERS WITHIN AREA OF WORK UNLESS NOTED OTHERWISE. AHU CASE AND ADJACENT FLOOR SHOULD BE CLEAN AND CLEAR OF ANY DEMOLITION DEBRIS.
- PRESSURIZED LIQUID, GAS, AIR SYSTEM PIPE AND ELECTRICAL CONDUIT SHALL NOT BE ROUTED BENEATH ANY SUSPENDED EQUIPMENT, FIRE PROTECTION, ELECTRICAL AND MECHANICAL CONTRACTORS SHALL COORDINATE TRADES.

GENERAL HVAC DEMOLITION NOTES

- REFER TO MP.0 FOR GENERAL MECHANICAL NOTES, ABBREVIATIONS, AND SYMBOLS.
- REFER TO SPECIFICATION DIVISIONS 01 AND 02 FOR DEMOLITION REQUIREMENTS AND PROCEDURES.
- TOUR THE PROJECT SITE WITH THE OWNER'S REPRESENTATIVE TO IDENTIFY AND MARK THOSE ITEMS SCHEDULED FOR DEMOLITION THAT THE OWNER WISHES TO RETAIN. DELIVER THOSE ITEMS SO MARKED, TO THE OWNER'S STORAGE, WITHIN THE PROJECT SITE AS DIRECTED.
- ALL REMAINING DEMOLITION ITEMS SHALL BECOME THE CONTRACTOR'S PROPERTY AND SHALL BE REMOVED FROM THE SITE. HAZARDOUS MATERIALS SHALL BE DISPOSED OF IN ACCORDANCE WITH FEDERAL REGULATIONS AND THE CONTRACT DOCUMENTS.
- REMOVE EXISTING AHU INTERNAL ACTUATORS, VALVES AND APPURTENANCES DESIGNATED, SEAL ANY UNIT CASE OPENINGS, PIPING PENETRATIONS AIR TIGHT AND REMOVE ANY DEVICES, CONTROLS, CONDUIT, UNISTRUT, ALL THREAD, WIRE CLIPS AND HANGERS WITHIN AREA OF WORK UNLESS NOTED OTHERWISE. AHU CASE AND ADJACENT FLOOR SHOULD BE CLEAN AND CLEAR OF ANY DEMOLITION DEBRIS.
- THE MECHANICAL SERVICE TO AREAS NOT WITHIN THE DEMOLITION SCOPE OF WORK SHALL NOT LOSE FUNCTION UNLESS SCHEDULED AND AGREED TO BY THE OWNER.
- CONTRACTOR SHALL LEAVE THE DEMISED AREAS IN A CLEAN AND ORDERLY CONDITION.
- ALL DEMOLITION ACTIVITIES SHALL BE PERFORMED SO AS TO PROVIDE MINIMAL DISRUPTION TO NORMAL FACILITY OPERATIONS.

PIPING DESIGNATIONS

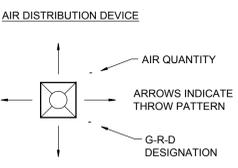
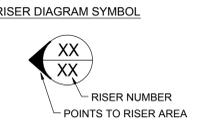
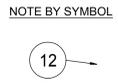
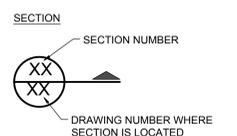
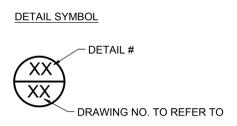
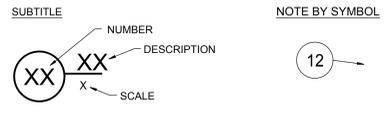
(ALL DESIGNATIONS MAY NOT APPEAR ON DRAWINGS.)

SYMBOL	DESCRIPTION
	SANITARY SEWER
	SUBSOIL DRAIN PIPING
	STORM DRAIN
	OVERFLOW DRAIN
	PLUMBING VENT
	DOMESTIC COLD WATER
	DOMESTIC HOT WATER (120 F)
	DOMESTIC HOT WATER RECIRC.
	DOMESTIC HOT WATER (140 F)
	FIRE LINE
	BRANCH FIRE LINE WITH SPRINKLER HEADS
	MEDIUM PRESSURE NATURAL GAS LINE
	LOW PRESSURE NATURAL GAS LINE
	REFRIGERANT LIQUID LINE
	REFRIGERATED SUCTION LINE
	CONDENSATE DRAIN LINE (HVAC)
	PUMPED CONDENSATE
	REFRIGERANT SUCTION & LIQUID LINES
	REFRIG. SUCTION, LIQUID, HOT GAS LINES

SYMBOL	DESCRIPTION
	DIRECTION OF FLOW
	EQUIP. OR FIXTURE DRAIN LINE
	PRESSURE RELIEF DISCHARGE
	EXISTING PIPING
	EXISTING PIPING TO BE REMOVED
	UNDERFLOOR
	CONNECT TO NEW OR EXISTING
	CONDENSER WATER SUPPLY
	CONDENSER WATER RETURN
	CHILLED WATER SUPPLY
	CHILLED WATER RETURN
	TEMPERED CHILLED WATER SUPPLY
	TEMPERED CHILLED WATER RETURN
	HOT WATER FOR HEATING SUPPLY
	HOT WATER FOR HEATING RETURN
	DISCHARGE DRAIN

DRAWING SYMBOLS

(ALL SYMBOLS MAY NOT APPEAR ON DRAWINGS.)



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Collin County Justice Center
REPLACEMENT OF CHILLED WATER ACTUATORS AND VALVES
4300 Community Ave. McKinney, Texas 75071

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MECHANICAL LEGEND

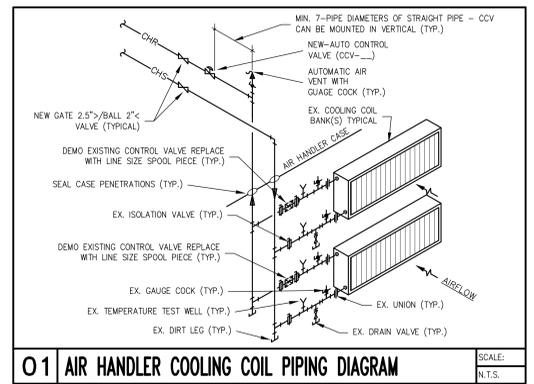
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CHILLED WATER CONTROL VALVE / ACTUATOR SCHEDULE

DESIG.	LOCATION	ASSOC. EQUIP.	SERVICE	TYPE	CHILL RETURN VALVES			ACT. CV	FAIL CLOSED (N.C.)	FAIL OPEN (N.O.)	NUMBER OF ACTUATORS	REMARKS
					LINE SIZE (IN)	VALVE SIZE (IN)	GPM					
CCV-1	2ND FLOOR AREA 'A' MECH ROOM	AHU-1	CHILL - CHR	2-WAY	2-1/2"	2	52	56	X	-	1	SEE NOTES
CCV-2	LL FLOOR AREA 'B' MECH ROOM	AHU-2	CHILL - CHR	2-WAY	3	2	84	102	X	-	1	SEE NOTES
CCV-3	2ND FLOOR AREA 'B' MECH ROOM	AHU-3	CHILL - CHR	2-WAY	3	2	68	78	X	-	1	SEE NOTES
CCV-4	2ND FLOOR AREA 'B' MECH ROOM	AHU-4	CHILL - CHR	2-WAY	4	2-1/2"	151	175	X	-	1	SEE NOTES
CCV-5	2ND FLOOR AREA 'C' MECH ROOM	AHU-5	CHILL - CHR	2-WAY	3	2-1/2"	105	139	X	-	1	SEE NOTES
CCV-6	2ND FLOOR AREA 'C' MECH ROOM	AHU-6	CHILL - CHR	2-WAY	2-1/2"	2	51	56	X	-	1	SEE NOTES
CCV-7	2ND FLOOR AREA 'E' MECH ROOM	AHU-7	CHILL - CHR	2-WAY	4	2-1/2"	201	210	X	-	1	SEE NOTES
CCV-8	2ND FLOOR AREA 'E' MECH ROOM	AHU-8	CHILL - CHR	2-WAY	3	2	100	102	X	-	1	SEE NOTES
CCV-9	1ST FLOOR CENTRAL PLANT	AHU-9	CHILL - CHR	2-WAY	3	2-1/2"	144	190	X	-	1	SEE NOTES
CCV-10	2ND FLOOR AREA 'G' MECH ROOM	AHU-10	CHILL - CHR	2-WAY	2	2	38	57	X	-	1	SEE NOTES
CCV-11	2ND FLOOR AREA 'G' MECH ROOM	AHU-11	CHILL - CHR	2-WAY	2	2	38	57	X	-	1	SEE NOTES
CCV-12	2ND FLOOR AREA 'G' MECH ROOM	AHU-12	CHILL - CHR	2-WAY	2	2	50	57	X	-	1	SEE NOTES
CCV-13	2ND FLOOR AREA 'G' MECH ROOM	AHU-13	CHILL - CHR	2-WAY	2	2	50	57	X	-	1	SEE NOTES
CCV-14	2ND FLOOR AREA 'G' MECH ROOM	AHU-14	CHILL - CHR	2-WAY	2	2	50	57	X	-	1	SEE NOTES
CCV-15	2ND FLOOR AREA 'G' MECH ROOM	AHU-15	CHILL - CHR	2-WAY	2	2	50	57	X	-	1	SEE NOTES
CCV-16	2ND FLOOR AREA 'H' MECH ROOM	AHU-16	CHILL - CHR	2-WAY	2	2	50	57	X	-	1	SEE NOTES
CCV-17	2ND FLOOR AREA 'H' MECH ROOM	AHU-17	CHILL - CHR	2-WAY	2	2	50	57	X	-	1	SEE NOTES
CCV-18	2ND FLOOR AREA 'H' MECH ROOM	AHU-18	CHILL - CHR	2-WAY	2	2	50	57	X	-	1	SEE NOTES
CCV-19	2ND FLOOR AREA 'H' MECH ROOM	AHU-19	CHILL - CHR	2-WAY	2	2	50	57	X	-	1	SEE NOTES

- NOTES
 1. ALL VALVE ACTUATORS ARE PROPORTIONAL 24V ELECTRONIC WITH 2-10VDC CONTROL SIGNAL.
 2. VALVES SHALL BE FULL PORT STAINLESS STEEL BALL AND STEM.
 3. BELIMO VALVE AND ACUATORS ARE THE BASIS OF DESIGN. PRE-APPROVED ALTERNATES ARE ACCEPTABLE.



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 4300 Community Ave. McKinney, Texas 75071

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DATE	CONSTRUCTION DOCUMENTS
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MECHANICAL SCHEDULES AND DETAILS

Project No.
181041

Sheet No.
ME0.1

Revisions:	DATE	DESCRIPTION
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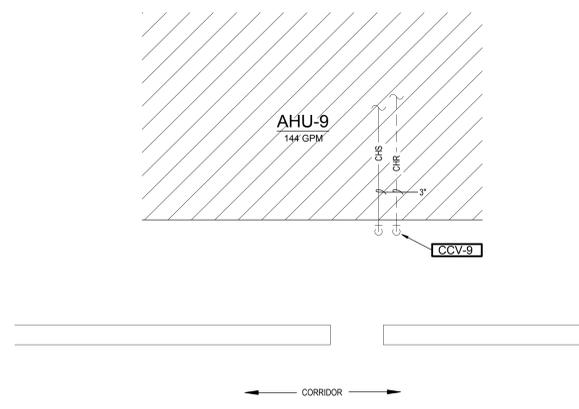


LL FLOOR PLAN
 BUILDING 'B'
 2ND FLOOR PLAN
 CENTRAL PLANT
 MECHANICAL ROOM

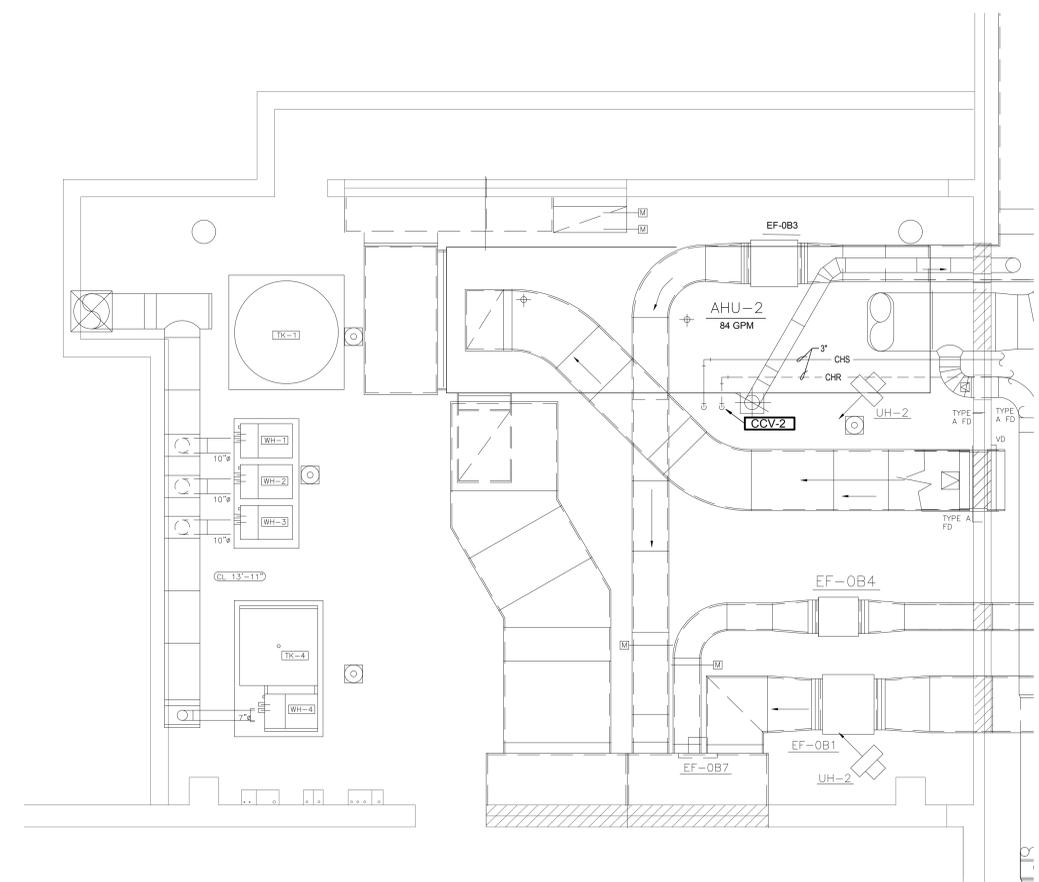
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02 FIRST FLOOR PLAN - CENTRAL PLANT - MECHANICAL ROOM
 SCALE: 1/4"=1'-0"

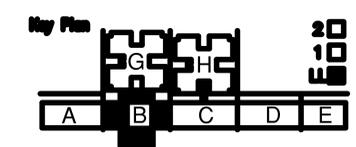


01 LOWER LEVEL PLAN - BUILDING 'B' - MECHANICAL ROOM
 SCALE: 1/4"=1'-0"



GENERAL NOTES

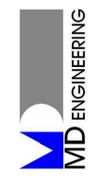
- ALL EXISTING VALVES AND ACTUATORS ARE CURRENTLY LOCATED WITHIN THE AIR HANDLING UNITS CASE AND SHALL BE DEMO'D. PROVIDE SAME LINE SIZE SPOOL PIECE IN THE VALVES PLACE. INSULATE ALL INTERNAL TO AIR HANDLER CASE CHILLED WATER PIPING WITH NEW 1" CLOSED CELL FOAM.
- SEE PLAN SHEET ME0.0 FOR NOTES, SYMBOLS, AND ABBREVIATIONS. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.
- REFER TO DIVISION 23 BOOK SPECIFICATIONS FOR HVAC SPECIFICATIONS AND TO DIVISION 26 ELECTRICAL SPECIFICATIONS.
- NEW ELECTRONIC ACTUATORS WILL REQUIRE 24V AT THE ACTUATORS AND 2-10VDC CONTROL SIGNAL FOR THE EXISTING EMCS. THE CONTROLS CONTRACTOR SHALL BE RESPONSIBLE FOR VOLTAGE REQUIREMENTS AND CONNECTIONS TO BE MADE. COORDINATE WITH THE MECHANICAL CONTRACTOR FOR EXACT LOCATIONS OF THE 24V POWER LOCATIONS.
- PROVIDE CASE SEAL AT ALL PIPING PENETRATIONS OF THE AIR HANDLER CASE.
- CONTRACT DRAWINGS ARE DIAGRAMMATIC. CONTRACTOR SHALL INSTALL ALL VALVES, ACTUATORS & ASSOCIATED MATERIALS IN ACCORDANCE WITH THE LATEST SMACNA STANDARDS.
- COORDINATE WITH ALL TRADES BEFORE INSTALLING ANY NEW EQUIPMENT OR APPURTENANCES.



GENERAL NOTES

1. ALL EXISTING VALVES AND ACTUATORS ARE CURRENTLY LOCATED WITHIN THE AIR HANDLING UNITS CASE AND SHALL BE DEMOD. PROVIDE SAME LINE SIZE SPOOL PIECE IN THE VALVES PLACE. INSULATE ALL INTERNAL TO AIR HANDLER CASE CHILLED WATER PIPING WITH NEW 1" CLOSED CELL FOAM.
2. SEE PLAN SHEET ME0.0 FOR NOTES, SYMBOLS, AND ABBREVIATIONS. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.
3. REFER TO DIVISION 23 BOOK SPECIFICATIONS FOR HVAC SPECIFICATIONS AND TO DIVISION 26 ELECTRICAL SPECIFICATIONS.
4. NEW ELECTRONIC ACTUATORS WILL REQUIRE 24V AT THE ACTUATORS AND 240VDC CONTROL SIGNAL FOR THE EXISTING EMCS. THE CONTROLS CONTRACTOR SHALL BE RESPONSIBLE FOR VOLTAGE REQUIREMENTS AND CONNECTIONS TO BE MADE. COORDINATE WITH THE MECHANICAL CONTRACTOR FOR EXACT LOCATIONS OF THE 24V POWER LOCATIONS.
6. PROVIDE CASE SEAL AT ALL PIPING PENETRATIONS OF THE AIR HANDLER CASE.
7. CONTRACT DRAWINGS ARE DIAGRAMMATIC. CONTRACTOR SHALL INSTALL ALL VALVES, ACTUATORS & ASSOCIATED MATERIALS IN ACCORDANCE WITH THE LATEST SMACNA STANDARDS.
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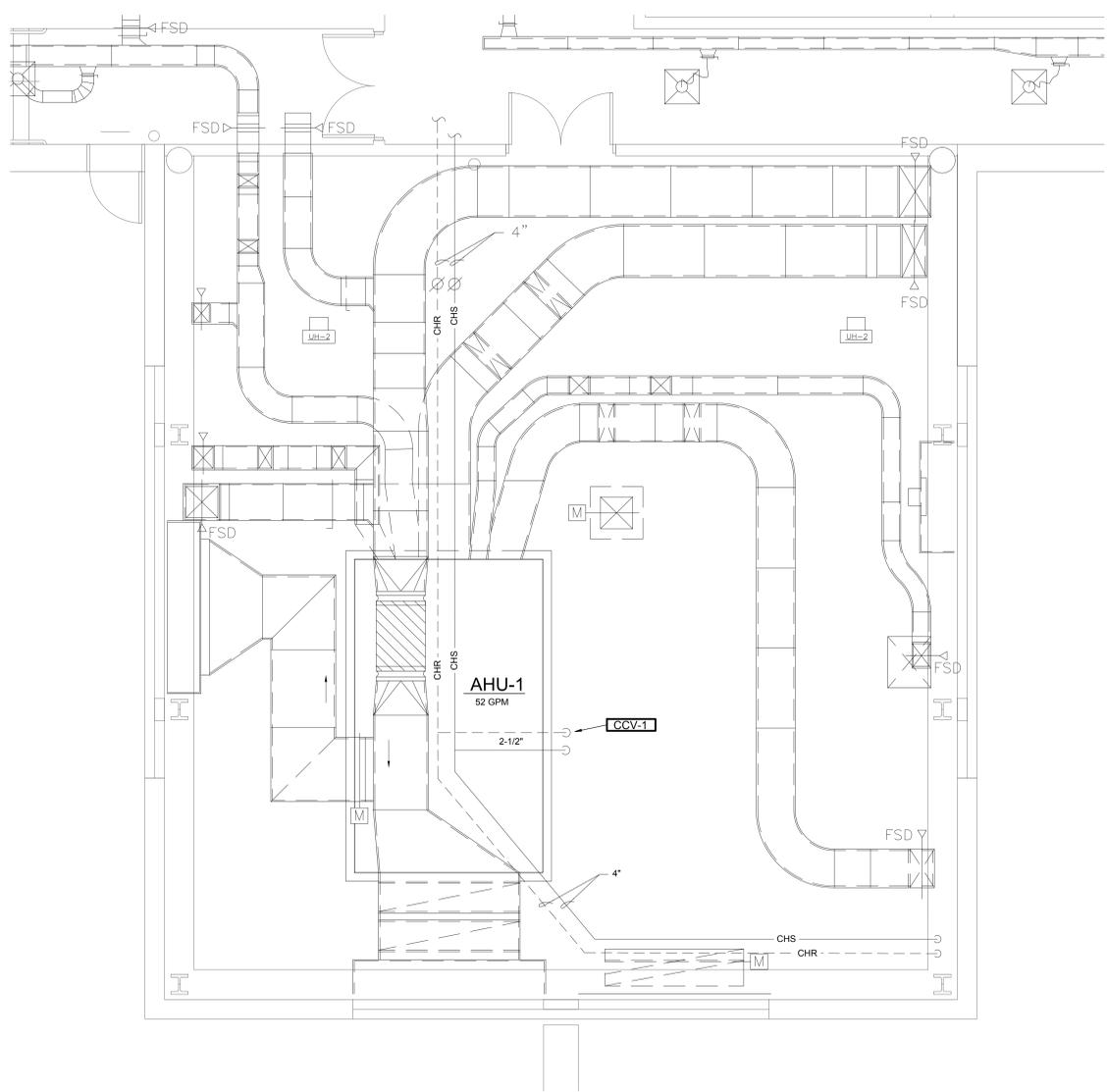
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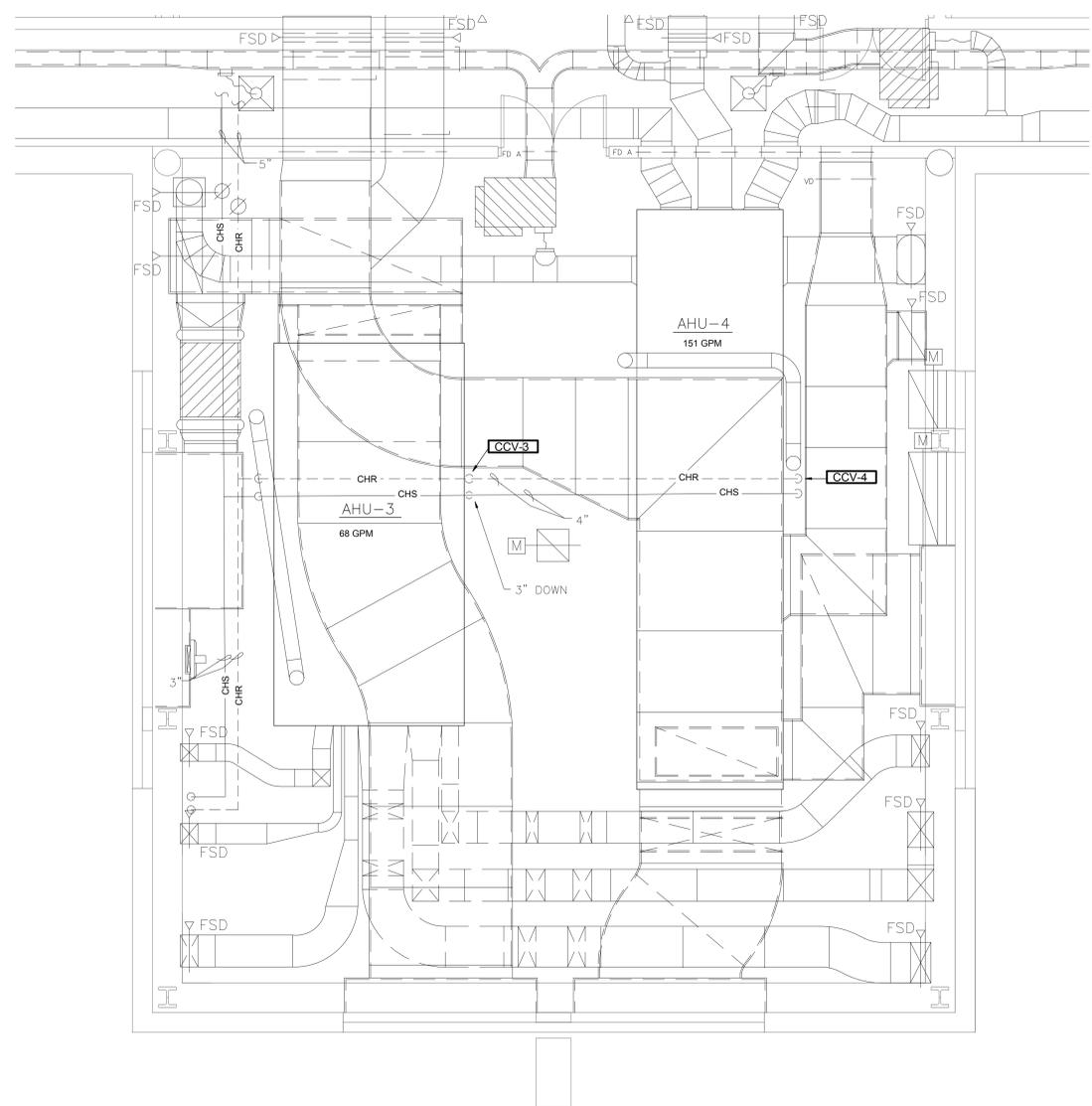
2ND FLOOR PLAN
 BUILDING 'A' & 'B'
 MECHANICAL ROOM

Project No.
181041

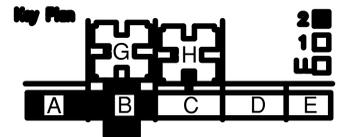
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01 SECOND FLOOR PLAN - BUILDING 'A' - MECHANICAL ROOM
 SCALE: 1/84"=1'-0"



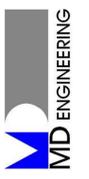
02 SECOND FLOOR PLAN - BUILDING 'B' - MECHANICAL ROOM
 SCALE: 1/84"=1'-0"



GENERAL NOTES

1. ALL EXISTING VALVES AND ACTUATORS ARE CURRENTLY LOCATED WITHIN THE AIR HANDLING UNITS CASE AND SHALL BE DEMOD. PROVIDE SAME LINE SIZE SPOOL PIECE IN THE VALVES PLACE. INSULATE ALL INTERNAL TO AIR HANDLER CASE CHILLED WATER PIPING WITH NEW 1" CLOSED CELL FOAM.
2. SEE PLAN SHEET ME0.0 FOR NOTES, SYMBOLS, AND ABBREVIATIONS. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.
3. REFER TO DIVISION 23 BOOK SPECIFICATIONS FOR HVAC SPECIFICATIONS AND TO DIVISION 26 ELECTRICAL SPECIFICATIONS.
4. NEW ELECTRONIC ACTUATORS WILL REQUIRE 24V AT THE ACTUATORS AND 2-10VDC CONTROL SIGNAL FOR THE EXISTING EMS. THE CONTROLS CONTRACTOR SHALL BE RESPONSIBLE FOR VOLTAGE REQUIREMENTS AND CONNECTIONS TO BE MADE. COORDINATE WITH THE MECHANICAL CONTRACTOR FOR EXACT LOCATIONS OF THE 24V POWER LOCATIONS.
6. PROVIDE CASE SEAL AT ALL PIPING PENETRATIONS OF THE AIR HANDLER CASE.
7. CONTRACT DRAWINGS ARE DIAGRAMMATIC. CONTRACTOR SHALL INSTALL ALL VALVES, ACTUATORS & ASSOCIATED MATERIALS IN ACCORDANCE WITH THE LATEST SMACNA STANDARDS.
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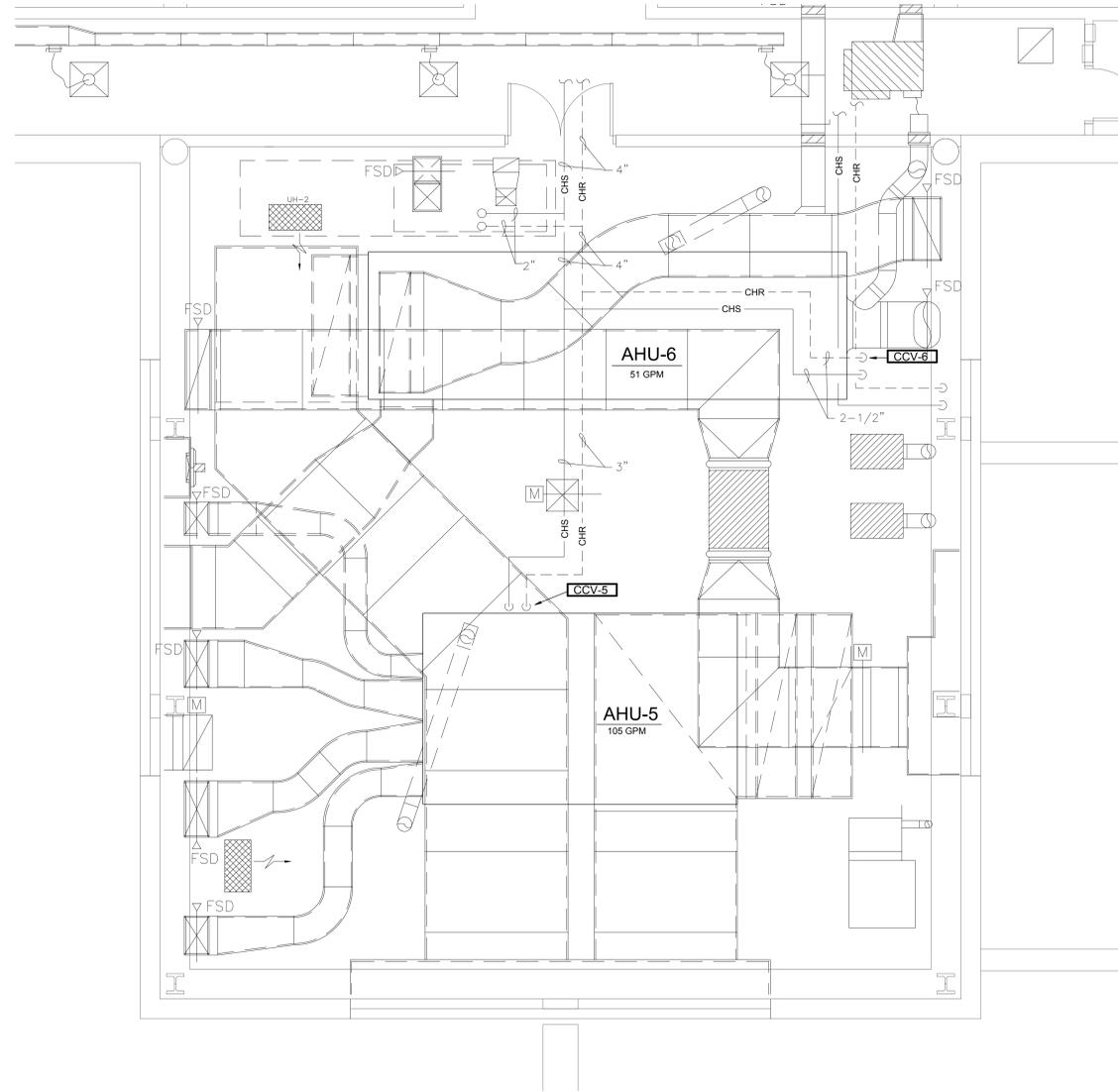
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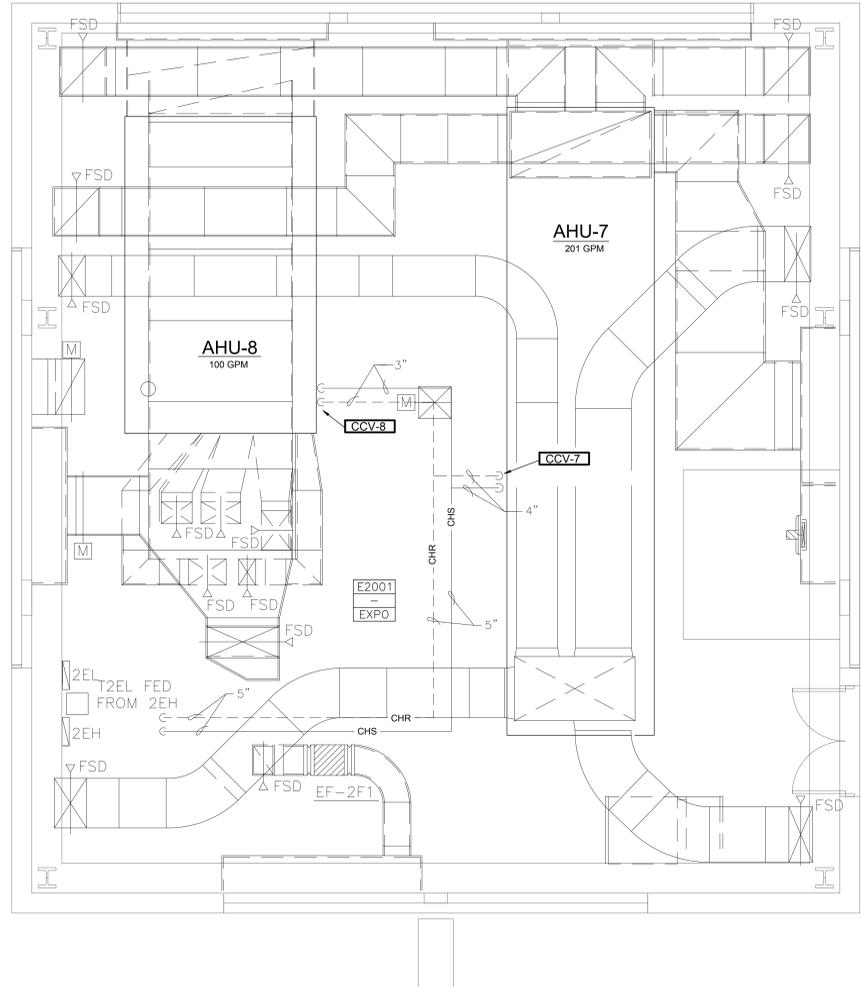
2ND FLOOR PLAN
 BUILDING 'B' & 'E'
 MECHANICAL ROOM

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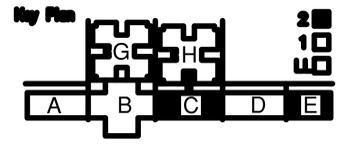
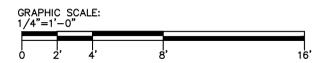
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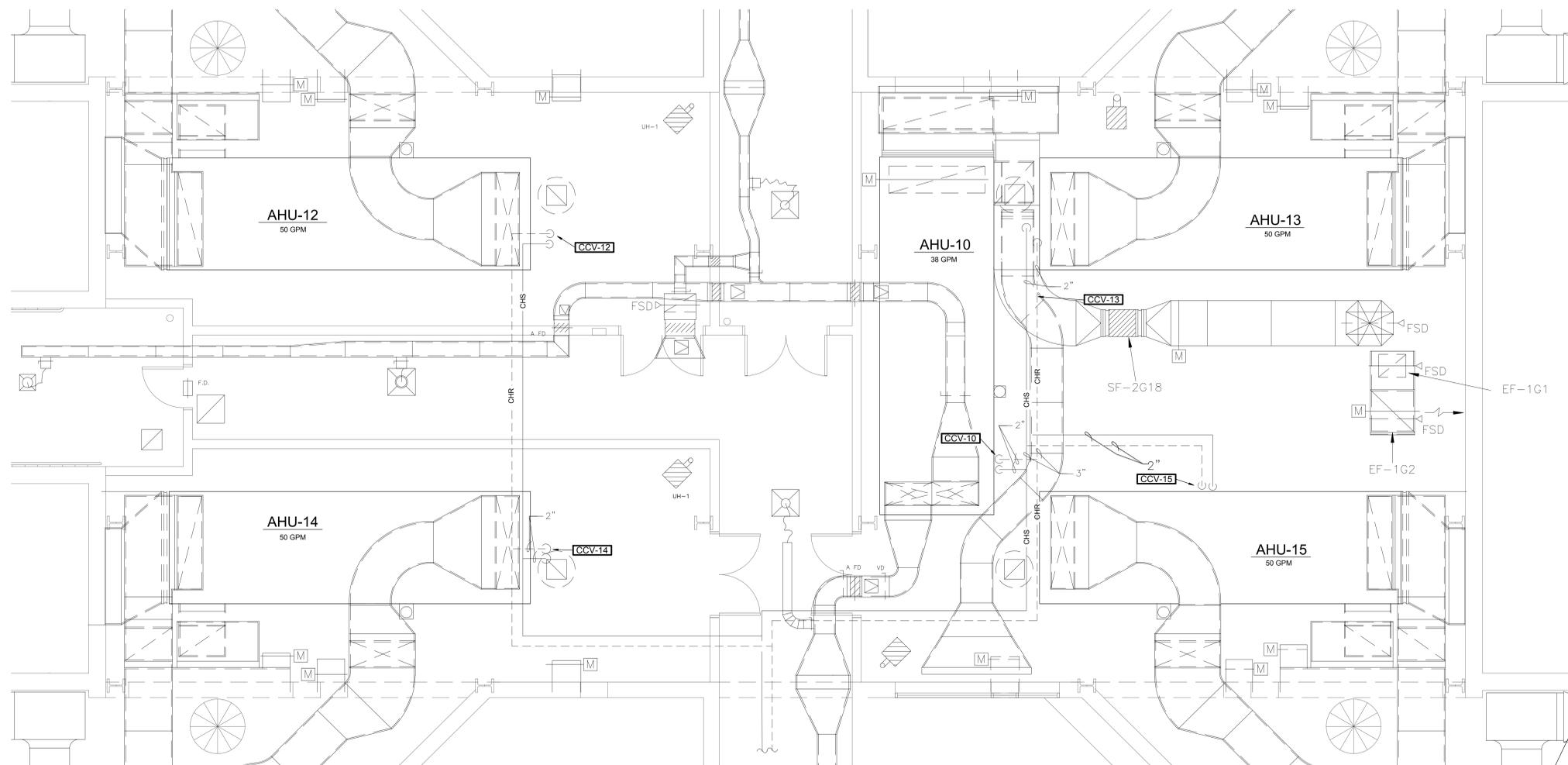


01 SECOND FLOOR PLAN - BUILDING 'C' - MECHANICAL ROOM
 SCALE: 1/64"=1'-0"



02 SECOND FLOOR PLAN - BUILDING 'E' - MECHANICAL ROOM
 SCALE: 1/64"=1'-0"



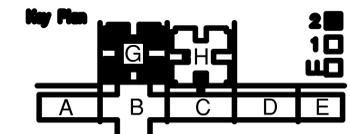
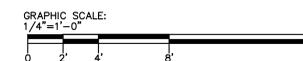


GENERAL NOTES

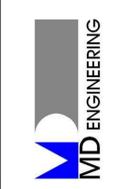
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8. COORDINATE WITH ALL TRADES BEFORE INSTALLING ANY NEW EQUIPMENT OR APPURTENANCES.

01 SECOND FLOOR PLAN - BUILDING 'G' - MECHANICAL ROOMS

SCALE: 1/64"=1'-0"



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 Project Number: 181041



Collin County Justice Center
 REPLACEMENT OF CHILLED WATER ACTUATORS AND VALVES
 4300 Community Ave. McKinney, Texas 75071

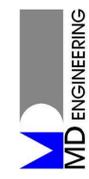
Revisions:	DESCRIPTION
DATE	CONSTRUCTION DOCUMENTS
2018.10.17	



2ND FLOOR PLAN
 BUILDING 'G'
 MECHANICAL ROOMS

Project No.
181041

Sheet No.
ME2.3



Revisions:	DESCRIPTION
DATE	CONSTRUCTION DOCUMENTS
2018.10.17	



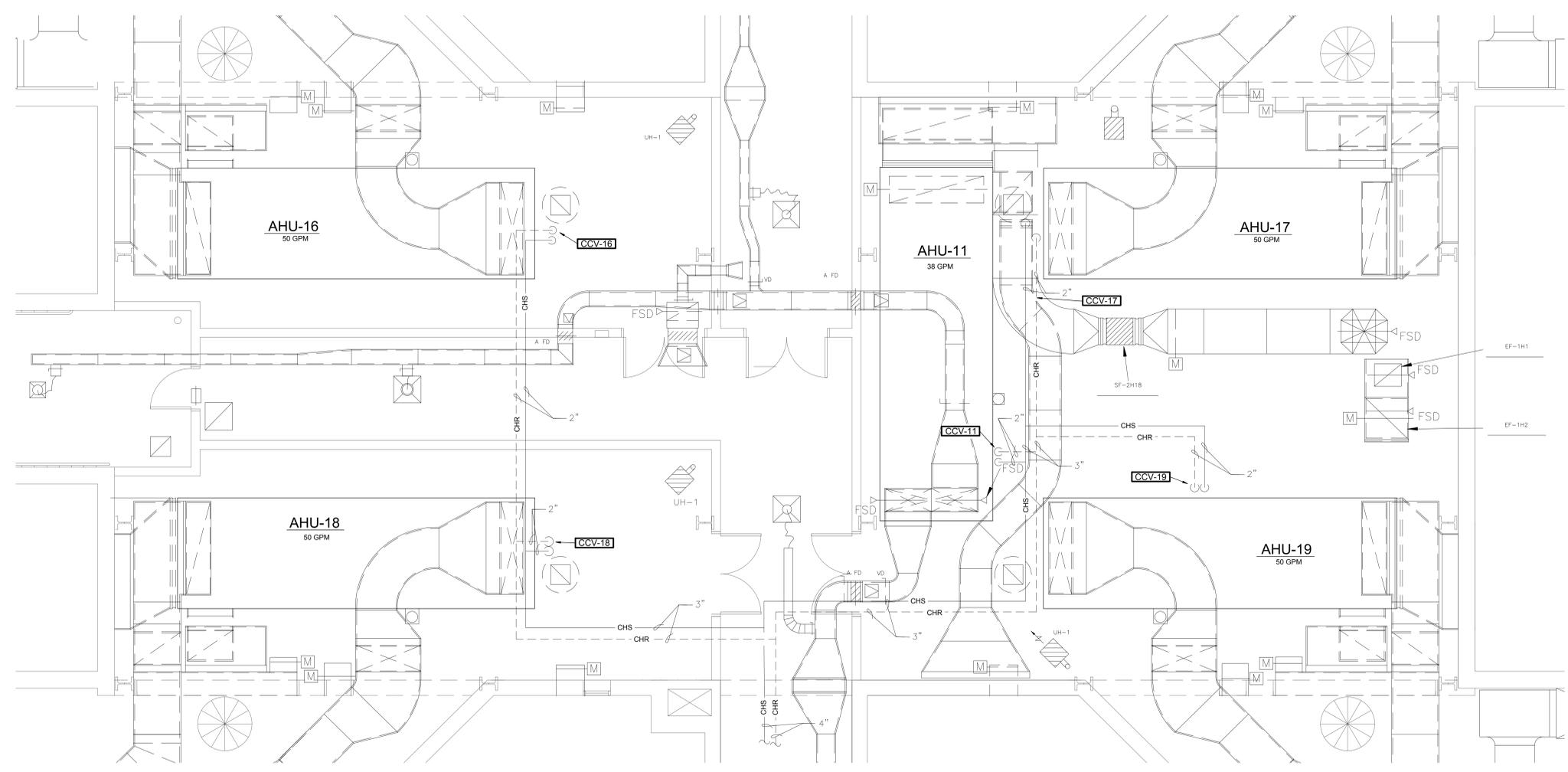
2ND FLOOR PLAN
 BUILDING 'H'
 MECHANICAL ROOMS

Project No.
181041

Sheet No.
ME2.4

GENERAL NOTES

- ALL EXISTING VALVES AND ACTUATORS ARE CURRENTLY LOCATED WITHIN THE AIR HANDLING UNITS CASE AND SHALL BE DEMOD. PROVIDE SAME LINE SIZE SPOOL PIECE IN THE VALVES PLACE. INSULATE ALL INTERNAL TO AIR HANDLER CASE CHILLED WATER PIPING WITH NEW 1" CLOSED CELL FOAM.
- SEE PLAN SHEET ME0.0 FOR NOTES, SYMBOLS, AND ABBREVIATIONS. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.
- REFER TO DIVISION 23 BOOK SPECIFICATIONS FOR HVAC SPECIFICATIONS AND TO DIVISION 26 ELECTRICAL SPECIFICATIONS.
- NEW ELECTRONIC ACTUATORS WILL REQUIRE 24V AT THE ACTUATORS AND 2-10VDC CONTROL SIGNAL FOR THE EXISTING EMCS. THE CONTROLS CONTRACTOR SHALL BE RESPONSIBLE FOR VOLTAGE REQUIREMENTS AND CONNECTIONS TO BE MADE. COORDINATE WITH THE MECHANICAL CONTRACTOR FOR EXACT LOCATIONS OF THE 24V POWER LOCATIONS.
- PROVIDE CASE SEAL AT ALL PIPING PENETRATIONS OF THE AIR HANDLER CASE.
- CONTRACT DRAWINGS ARE DIAGRAMMATIC. CONTRACTOR SHALL INSTALL ALL VALVES, ACTUATORS & ASSOCIATED MATERIALS IN ACCORDANCE WITH THE LATEST SMACNA STANDARDS.
- COORDINATE WITH ALL TRADES BEFORE INSTALLING ANY NEW EQUIPMENT OR APPURTENANCES.



01 SECOND FLOOR PLAN - BUILDING 'H' - MECHANICAL ROOMS.
 SCALE: 1/64"=1'-0"

