



COLLIN COUNTY

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
McKinney, Texas 75071
www.collincountytx.gov

COLLIN COUNTY, TEXAS

ADDENDUM No. One (1)

IFB No. 2021-351

INVITATION FOR BID

FOR

CONSTRUCTION, HVAC REPLACEMENT, 900 PARK BLVD. BUILDING

DATE: OCTOBER 12, 2021

NOTICE TO ALL PROSPECTIVE BIDDERS:

PLEASE MAKE THE FOLLOWING CHANGES TO THE INVITATION FOR BID:

ADD DOCUMENT: 10/12/2021 PRE-BID CONFERENCE SIGN-IN SHEET

DELETE DOCUMENT: 002113 INSTRUCTIONS TO BIDDERS
REPLACE WITH: 002113 INSTRUCTIONS TO BIDDERS REV. 1

DELETE DOCUMENT: 004325 PRODUCT SUBSTITUTION REQUEST FORM
REPLACE WITH: 004325 PRODUCT SUBSTITUTION REQUEST FORM REV. 1

DELETE DOCUMENT: SECTION 004100-BID FORM
REPLACE WITH: SECTION 004100-BID FORM ADDENDUM 1

DELETE DOCUMENT: SECTION 23 05 00
REPLACE WITH: SECTION 23 05 00 ADDENDUM 1

DELETE DOCUMENT: DRAWING E4.1
REPLACE WITH: DRAWING E4.1 ADDENDUM 1

DELETE DOCUMENT: DRAWING E4.2
REPLACE WITH: DRAWING E4.2 ADDENDUM 1

DELETE DOCUMENT: DRAWING M2.3
REPLACE WITH: DRAWING M2.3 ADDENDUM 1

ADD ATTRIBUTE: #23-ADDENDUM No. 1 ACKNOWLEDGEMENT

ALL OTHER TERMS AND CONDITIONS OF THE BID AND SPECIFICATIONS REMAIN THE SAME.

SINCERELY,
MICHELLE CHARNOSKI, CPPB
PURCHASING AGENT

JDG



IFB # 2021-351 PRE-BID CONFERENCE SIGN IN SHEET

Project:	Construction, HVAC Replacement, 900 Park Blvd. Building	Meeting Date:	October 12, 2021
Facilitator:	J. D. Griffin	Place/Room:	900 Building

Name	Company	Phone	E-Mail
Steve Casarubias	Chrome	214 517 7756	Steve@chromeairconditioning.com
DON HOOPER	DTM / DECKER MECHANICAL	469.446.6153	dhooper@deckermechanical.com
Scott Sitzler	NTD Mechanical	469-929-8701	SSitzler@NTDMechanical.com
Gabriel Portich	concord commercial	972 578 8119	Project@ccsinc.com
Pete Busby	Tegrity Contractors	903-990-0289	pete@tegrity-contractors.com
David Dooley	Collin County	903-421-2561	ddooley@co.collin.tx.us
Corey Shearer	MD	951-537-8245	CShearer@md-eng.com
Mark Haliczuk	ACIS	214-842-7655	Mark.Haliczuk@acisinc.com
Ronnie Filwood	Infinity Contractors	817-838-8700	r.filwood@infinitycontractors.com
Chris Temple	Denali CS	214-422-6729	Chris.Temple@DenaliCS
Thomas Riley	Denali CS	817-929-1191	thomas.riley@DenaliCS.com
Josh Wells	N/A	817 420-7070	JoshWells@NextGeneration.com
Mozzy Azarian	METCO Engineering	214-916-0327	Mozzy@METCOengineering.com
J.D. Griffin	Collin County		

Section 004100 Bid Form-Addendum 1



Collin County Purchasing

2021-351 Addendum 1

Construction, HVAC Replacement, 900 Park Blvd. Building

Issue Date: 9/28/2021

Questions Deadline: 10/14/2021 05:00 PM (CT)

Response Deadline: 10/21/2021 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: JD Griffin, CPPB Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4116

Fax: (972) 548-4694

Email: jgriffin@co.collin.tx.us

Event Information

Number: 2021-351 Addendum 1
Title: Construction, HVAC Replacement, 900 Park Blvd. Building
Type: Invitation for Bid - Construction
Issue Date: 9/28/2021
Question Deadline: 10/14/2021 05:00 PM (CT)
Response Deadline: 10/21/2021 02:00 PM (CT)
Notes: Please log in to view bid documents.

Ship To Information

Address: 900 Building
900 E. Park Blvd.
Plano, TX 75074

Billing Information

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

Bid Activities

Pre-Bid Conference

10/12/2021 10:00:00 AM (CT)

A PRE-BID CONFERENCE will be held by Collin County at the Collin County 900 Building, 900 E. Park Blvd., Plano, TX 75074 (meet at South end of building) on Tuesday, October 12, 2021 at 10:00 AM in order for bidders to ask questions regarding the proposed work. It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the bid.

Bid Attachments

Addendum 1_2021-351.doc

Addendum 1

[View Online](#)

PreBid Sign In Sheet_10-12-21.pdf

10/12/2021 Pre-Bid Conference Sign-In Sheet

[View Online](#)

002113 Instructions to Bidders_Rev 1.doc

Section 002113 Instructions to Bidders Rev. 1

[View Online](#)

004325 Product Substitution Request Form_Rev 1.docx

Section 004325 Product Substitution Request Form Rev. 1

[View Online](#)

23 05 00_Addendum 1.pdf

Section 23 05 00_Addendum 1

[View Online](#)

E4.1 ADDENDUM 1.pdf

Drawing E4.1 ADDENDUM 1

[View Online](#)

E4.2 ADDENDUM 1.pdf

Drawing E4.2 ADDENDUM 1

[View Online](#)

M2.3 ADDENDUM 1.pdf

Drawing M2.3 ADDENDUM 1

[View Online](#)

LEGAL NOTICE_2021-351.doc

[Download](#)

Legal Notice

CC HVAC Replacement_900 Bldg_Project Manual.pdf

[View Online](#)

Project Manual

CCHVAC Replacement_900 Bldg_ Drawings.pdf

[View Online](#)

Drawings

211350 - 2016 Ashrae - COMCheck - Mechanical.pdf

[View Online](#)

Mechanical Compliance Certificate

Requested Attachments

Bid Bond

(Attachment required)

Bid Bond

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 or failure to submit original Bid Bond shall be cause for rejection of bid.

W-9

(Attachment required)

Conflict of Interest Questionnaire

Bid Attributes

1	eBid Notice
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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.

(Required: Maximum 1000 characters allowed)

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.

(Required: Maximum 4000 characters allowed)

3 Calendar Days Bid

Please state the consecutive calendar days bid from notice to proceed through completion of project.

(Required: Numbers only)

4 Exceptions

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

Yes No

(Required: Check only one)

5 Bonding Requirement Acknowledgement

I understand that the bonding requirements of this solicitation are required and are included in the submitted pricing. A bond certificate (payment, performance, and/or maintenance) as stated in the specification document 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 Insurance Acknowledgement – Construction/Public Works

I understand that the insurance requirements of this solicitation are required and are included in the submitted pricing. The Contractor shall furnish certificates of insurance for both the Contractor and any subcontractor to the Purchasing department if awarded all or a portion of the resulting contract. Please initial.

(Required: Maximum 1000 characters allowed)

7 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)

8 Reference No. 1

List a company or governmental agency, other than Collin County, 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. 2

List a company or governmental agency, other than Collin County, 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 Reference No. 3

List a company or governmental agency, other than Collin County, 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)

1
1 **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
2 **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
3 **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
4 **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
5 **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
6 **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
7 **Critical Infrastructure Affirmation**

Pursuant to section 2274.0102 of the Texas Government Code, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. Please initial.

(Required: Maximum 1000 characters allowed)

1
8 **Energy Company Boycotts**

Pursuant to Section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies, and (2) will not boycott energy companies during the term of the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

19 Firearm Entities and Trade Associations Discrimination

Pursuant to section 2274.002 of the Texas Government Code, should the contract have a value of \$100,000 or more and the company employs 10 or more full-time employees, Respondent verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Agency. Please initial.

(Required: Maximum 1000 characters allowed)

20 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)

21 Bid Bond Acknowledgement

I understand that 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. 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.

I understand that 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.** Please initial.

(Required: Maximum 4000 characters allowed)

2 **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)

2 **Addendum No. 1 Acknowledgement**

3 Please initial to verify your receipt of the addendum.

(Required: Maximum 1000 characters allowed)

Bid Lines

1 Package Header

Bid Grand Total

Quantity: 1 UOM: lump sum Total: \$

Item Notes: Total Material Cost (Line 1.1) and Total Labor Cost (Line 1.2) must add up to the Bid Grand Total

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

Package Items

1.1 Total Materials Cost Incorporated in Project

(Response required)

Quantity: 1 UOM: lump sum Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1.2 Total Labor Cost Incorporated in Project
(Response required)

Quantity: 1 UOM: lump sum Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

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

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 Engineer assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of Bidding Documents.
- B. County or the Engineer, 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 Engineer and submitted in accordance with the Instruction to Bidders. The Engineer 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 seven (7) 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 to the Engineer for approval at least ~~ten (10)~~ seven (7) consecutive calendar days prior to the date for receipt of bids. Submit substitution request forms 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 Engineer and Owner the reliability and responsibility of the proposed Subcontractors. Prior to the award of the Contract, the Engineer will notify the Bidder in writing if either the County or the Engineer, after due investigation, has reasonable and substantial objection to any person or organization on such lists. If Owner or Engineer 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 Engineer 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 Engineer.
- 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 Engineer. 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 001116-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, Payment, and two (2) year Maintenance 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, MAINTENANCE 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 shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a one (1) year Maintenance Bond in the amount of ten percent (10%) 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.
- D. 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.
- E. 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.
- F. 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 Engineer, 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
Methaqualone, 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 Engineer, 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 Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer 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 \$200.00 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 Engineer 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 Engineers 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. Engineer 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.

"General Decision Number: TX20210239 07/02/2021

Superseded General Decision Number: TX20200239

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 \$10.95 for calendar year 2021 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 \$10.95 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 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). 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 01/01/2021
 1 03/12/2021
 2 07/02/2021

ASBE0021-011 08/01/2017

Rates Fringes

ASBESTOS WORKER/HEAT & FROST
 INSULATOR (Duct, Pipe and
 Mechanical System Insulation)...\$ 25.87 7.23

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 01/01/2021

Rates Fringes

ELEVATOR MECHANIC.....\$ 44.02 36.365

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 06/01/2020

Rates Fringes

POWER EQUIPMENT OPERATOR
 (1) Tower Crane.....\$ 32.85 13.10
 (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.....\$ 32.35	13.10

 * IRON0263-005 06/01/2020

Rates	Fringes
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IRONWORKER (ORNAMENTAL AND STRUCTURAL).....\$ 25.14	7.43
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 * PLUM0100-005 05/01/2021

Rates	Fringes
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HVAC MECHANIC (HVAC Unit Installation Only).....\$ 33.88	13.07
PIPEFITTER (Excludes HVAC Pipe Installation).....\$ 33.88	13.07

 SUTX2014-015 07/21/2014

Rates	Fringes
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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.

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.
- 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 Collin County prior to access being granted to Collin County facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to the 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. 1. Before commencing work, the CONTRACTOR shall be required, 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. CONTRACTOR shall also be required to furnish the Collin County Purchasing Agent with certified copies of subcontractor's insurance certificates required by the Texas Department of Insurance, Division of Workers' Compensation, section 406.096(b), and coverages required herein in section 4.2. 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 for the CONTRACTOR and each subcontractor 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 and its subcontractors 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 \$ 1,000,000

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.

- 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 \$1,000,000 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 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.

1.57 Force Majeure: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party’s reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a “Force Majeure Event”). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM

(Must be submitted a minimum of 7 days before the bid date)

Bidder: _____

Project No: **IFB 2021-351**

Project: **Construction, HVAC Replacement, 900 Park Blvd. Building** _____

Section: _____ Article/ Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____

Telephone: _____ Proposed 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 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 substitution.

Submitted By: _____

Signed: _____

Firm: _____

Address: _____

Phone: _____

REVIEW & ACTION (Initial)

_____ Substitution approved - Make submittals in accordance with Project Manual requirements.

_____ Substitution approved as noted - Make submittals in accordance with Project Manual requirements.

_____ Substitution rejected - Use specified materials.

_____ Substitution Request received too late - Use specified materials.

Signature: _____

Date: _____

Supporting Data Attached: ___ Drawings ___ Product Data ___ Samples ___ Tests ___ Reports ___ Other

END OF REQUEST FORM

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 a complete 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 Engineer in writing of any conflict between the requirements of the Contract Documents and the manufacturer's directions and shall obtain the Engineer 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 Engineer, he shall bear all costs arising in connection with the deficiencies.
- F. Belts, pulleys, chains, gears, couplings, projecting screws, keys or other rotating parts which are located so that a person can come in close proximity thereto shall be fully enclosed properly provided with a guard.

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. Provide all equipment, materials, labor, supervision, and services necessary for or incidental to the installation of a complete and operating refrigeration and air handling system as indicated on the drawings and as specified.

COLLIN COUNTY HVAC REPLACEMENT UPGRADE

- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. Where conflicts occur between drawings, specifications or code requirements, the most stringent requirement shall take precedence.
- H. 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).
- I. 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.

COLLIN COUNTY HVAC REPLACEMENT UPGRADE

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. engineer) in order to process and track the submittals properly in accordance with Division 1 and 23 submittal requirements. 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 Engineer. The Engineer'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 Engineer 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 Engineer, 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.
 - 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.

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- 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. Refrigeration:
- a. **Provide clearly marked-up** manufacturer's data showing compliance with scheduled values and specifications for: **(Include model numbers and highlight products)**
 - 1) Condensing Units
 - b. Provide all electrical characteristics.
6. Air Handling:
- a. **Provide clearly marked-up** manufacturer's data showing compliance with scheduled values and specifications for: **(Include model numbers and highlight products)**
 - 1) AHU, factory assembled.
 - 2) Fan coil units.
 - 3) Filters.
 - b. Provide all electrical characteristics.
7. Testing and Balancing:
- a. Brief description of test and balance contractor experience.
 - b. Certificate of Qualification from AABC.
 - c. Biographical information of the 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.
8. Record Documents: Reference the requirements detailed in this section.
9. 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 Engineer's primary submittal rejection comments, shall be borne by the Contractor. Costs shall be based on 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%).

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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 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 seven (7) 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 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 Engineer harmless from loss as a result of said suits or claims.

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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 Engineer 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 CONNECTIONS FOR OTHERS

- A. After the equipment is set in place, this Contractor shall make all final connections and shall provide all required pipe, fittings, valves, traps, etc.
- B. Provide all air gap fittings required, using materials hereinbefore specified. In each service line connected to an item of equipment or piece of machinery, provide a shutoff valve. On each drain not provided with a trap, provide a suitable trap.
- C. All pipe fittings, valves, traps, etc., exposed in finished areas and connected to chrome plated lines provided by others shall be chrome plated to match.
- D. Provide all galvanized sheet metal ductwork, transition pieces, etc., required for a complete installation. Exposed sheet metal shall be paint-grip type.

1.12 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.

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- 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 Engineer'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
 - 2. 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.
 - 3. Provide CAD electronic files in .dwg format using AutoCAD software.
 - 4. Provide completed record drawings on USB drive and one full size hard copy of each drawing.
 - 5. Refer to Division 1 for additional requirements.
- I. 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.
- J. Submit specified number copies of the approved manual to the Engineer prior to indoctrination of operation and maintenance personnel.
- K. Prepare in accordance with the following standards:

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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).

- L. 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

- 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
 - Contractor Start-up Report
 - Manufacturer Start-up Report
 - Test & Balance Report
 - As-builts for Duct, & refrigeration piping
 - 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.

OPERATING AND MAINTENANCE MANUAL (Required Layout)

- M. 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.

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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.

1.13 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 NOT USED

PART 3 - EXECUTION

3.1 TESTING AND INSPECTION

- A. Provide personnel and equipment, make required tests, and secure required approvals from the Engineer and governmental agencies having jurisdiction.
- B. Make written notice to the Engineer 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.

3.2 INSTALLATION METHODS

- A. Unless noted otherwise, piping and ductwork may be run exposed in mechanical rooms and janitor's closets. Piping and ductwork exposed in mechanical rooms and janitor's closets shall be run tight against the structure, as required by the Engineer, allowing for expansion.
- B. Conceal piping and ductwork 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 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.
- 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 Engineer.

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- 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 Engineer.
- 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. Screw joints shall be made with taper threads, properly cut. Threads shall be cut using graphite and oil applied to the pipe only. When threads are cut on pipes, the ends shall be carefully reamed to remove any burrs. Pipe shall be up-ended and hammered to remove all shavings and foreign material, before installing.
- L. Requirements for assembling joints in cast iron and copper lines are set forth elsewhere in these specifications. For any special materials, consult the manufacturers for the recommended procedures in assembling the joints.
- M. This Contractor shall provide wall or ceiling access doors for unrestricted access to all concealed items of the HVAC system.
- N. Install roof pipe penetrations through sleeves, and flash with membrane flashing and roofing mastic compatible with roofing system. Roofing Supplier/Contractor shall approve roof penetration and flashing.
- O. For additional installation requirements, refer to individual sections in Division 23.

3.3 CUTTING AND PATCHING

- A. Perform cutting and patching associated with the work in strict accordance with the provisions 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 Engineer-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 Engineer is obtained.

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- 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. Provide all core drilling of holes. Where sleeves and/or blockouts are required, they shall be cut or provided at locations required. On completion of this work or as work progresses, make all repairs and do all patching required as a result of work under this Contract. All patching shall be performed in a manner that will restore the surrounding work to its original condition to the satisfaction of the Architect.
5. 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.
6. No cutting, boring or excavating which will weaken the structure will be permitted.

3.4 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.

3.5 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.

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- 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.

3.6 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.

3.7 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 HVAC 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 HVAC 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.

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- 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.

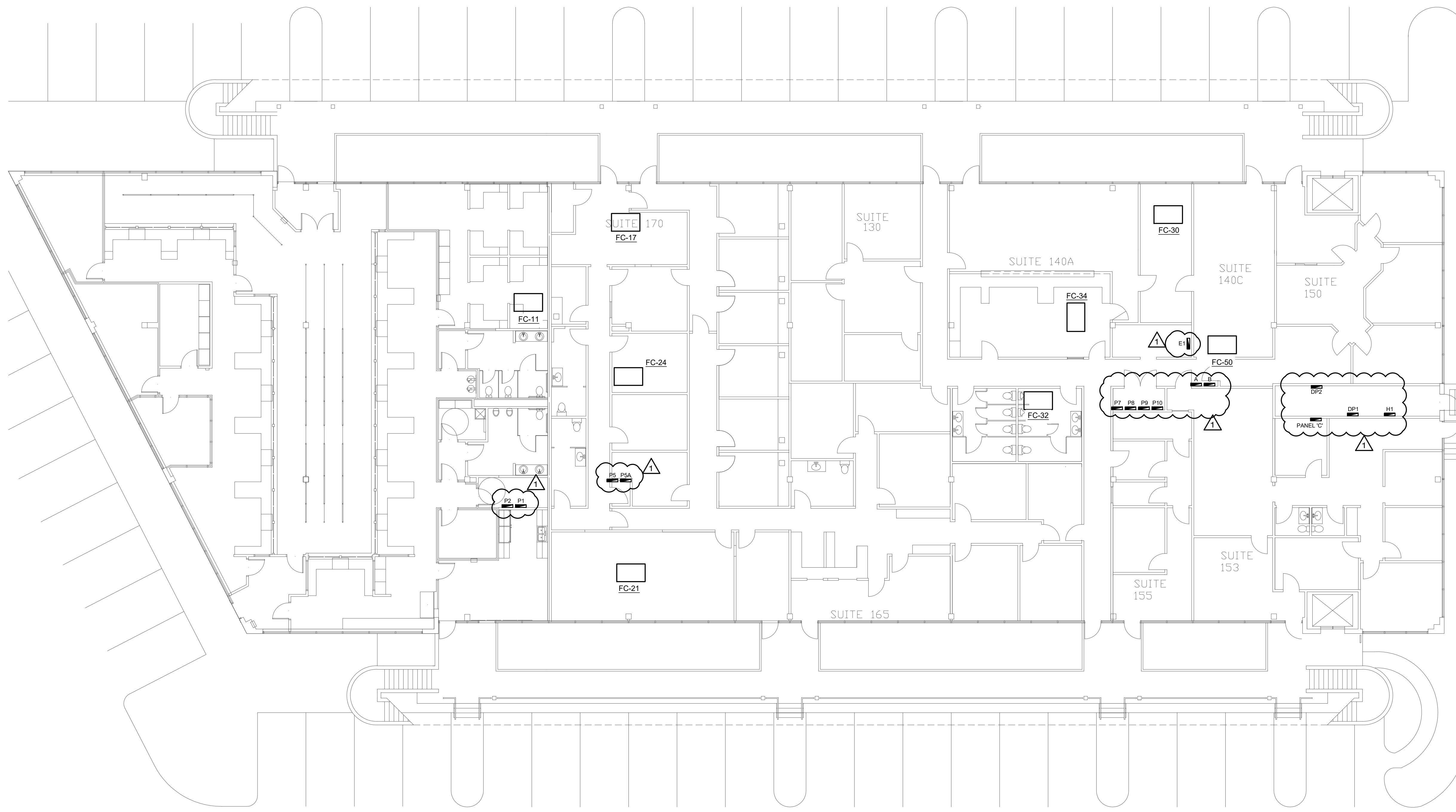
3.8 PAINTING

- A. All equipment shall be delivered to the job with suitable factory finish. Should the finish be damaged in transit or during the installation, it shall be finished to match appearance of original finish. All work shall be subject to approval by Owner.
- B. All equipment, piping, conduit, insulation, etc., furnished and installed in exposed areas under Divisions 23 of these Specifications and as hereinafter specified shall be cleaned, prepared, and painted according to the following specification. In the event of a conflict between the specifications referenced, the provisions of this specification shall prevail only for Division 23 work.
- C. Before painting, materials and equipment surfaces shall be thoroughly cleaned of cement, plaster, and other foreign materials, and all oil and grease spots shall be removed. Such surfaces shall be carefully wiped and all cracks and corners scraped out. Exposed metal work shall be carefully brushed down with the steel brushes to remove rust and other spots and left smooth and clean.

3.9 TRAINING

- A. Contractors are responsible to provide owner with an adequate amount of training to be able to operate any system installed.
 - 1. This includes training for any HVAC or Fire.
 - 2. Provide a sign in sheet that is to be added to the O&M manual
 - a. Owners & all building maintenance personal are required to have training.

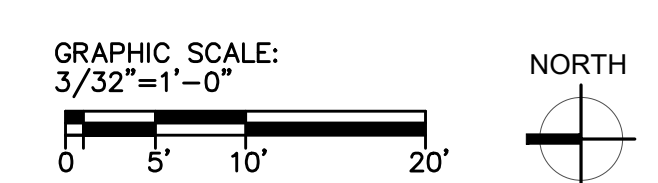
END OF SECTION



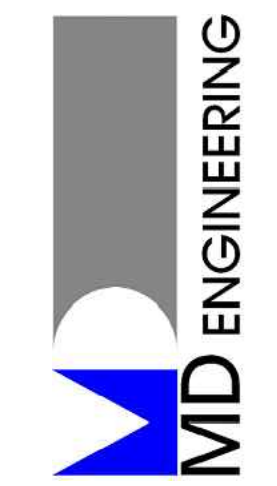
GENERAL NOTES

1. ALL EXISTING SYSTEM INFORMATION AND/OR LOCATIONS ARE PROVIDED BY THE OWNER OR BY A 3RD PARTY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL MEP EQUIPMENT & SERVICES ARE LOCATED AS DESIGNED BEFORE BIDDING THE PROJECT. WHERE EXISTING DOES NOT MATCH DESIGNED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY OWNER, ARCHITECT & ENGINEER BEFORE PROCEEDING. IF A DISCREPANCY IS NOT IDENTIFIED AT BIDDING, THE COST SHALL BE ABSORBED BY THE CONTRACTOR AND NOT PASSED ONTO THE OWNER OR ENGINEER OF RECORD.
2. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND COORDINATE WITH ALL OTHER TRADES IN CASE OF DISCREPANCIES OR ANY POTENTIAL CONFLICTS. INFORM THE ARCHITECT AND ENGINEER IN WRITING PRIOR TO START OF WORK.
3. CONTRACTOR SHALL FIELD VERIFY AND COORDINATE WITH MECHANICAL DRAWINGS FOR EXACT LOCATION OF EQUIPMENT AND REQUIREMENTS PRIOR TO START OF WORK.

01 FIRST FLOOR PLAN - POWER TO MECH
SCALE: 3/32"=1'-0"



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Project Number: 211350



Collin Co. HVAC Replacement
900 Park Blvd. Building
Plano, Texas 75074



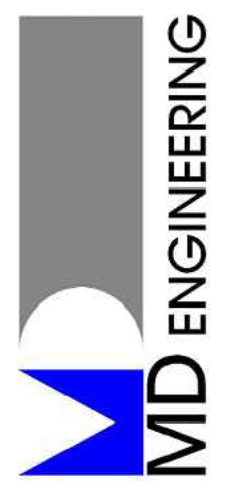
Revisions:

1	ADDENDUM 1

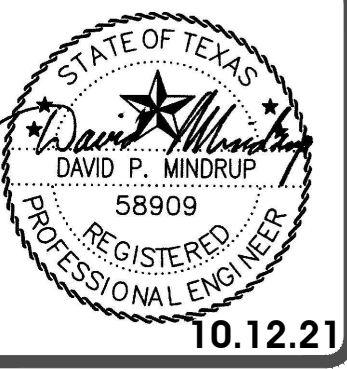
**FIRST FLOOR
- POWER TO
MECHANICAL**

Sheet No.
E4.1

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Revisions:

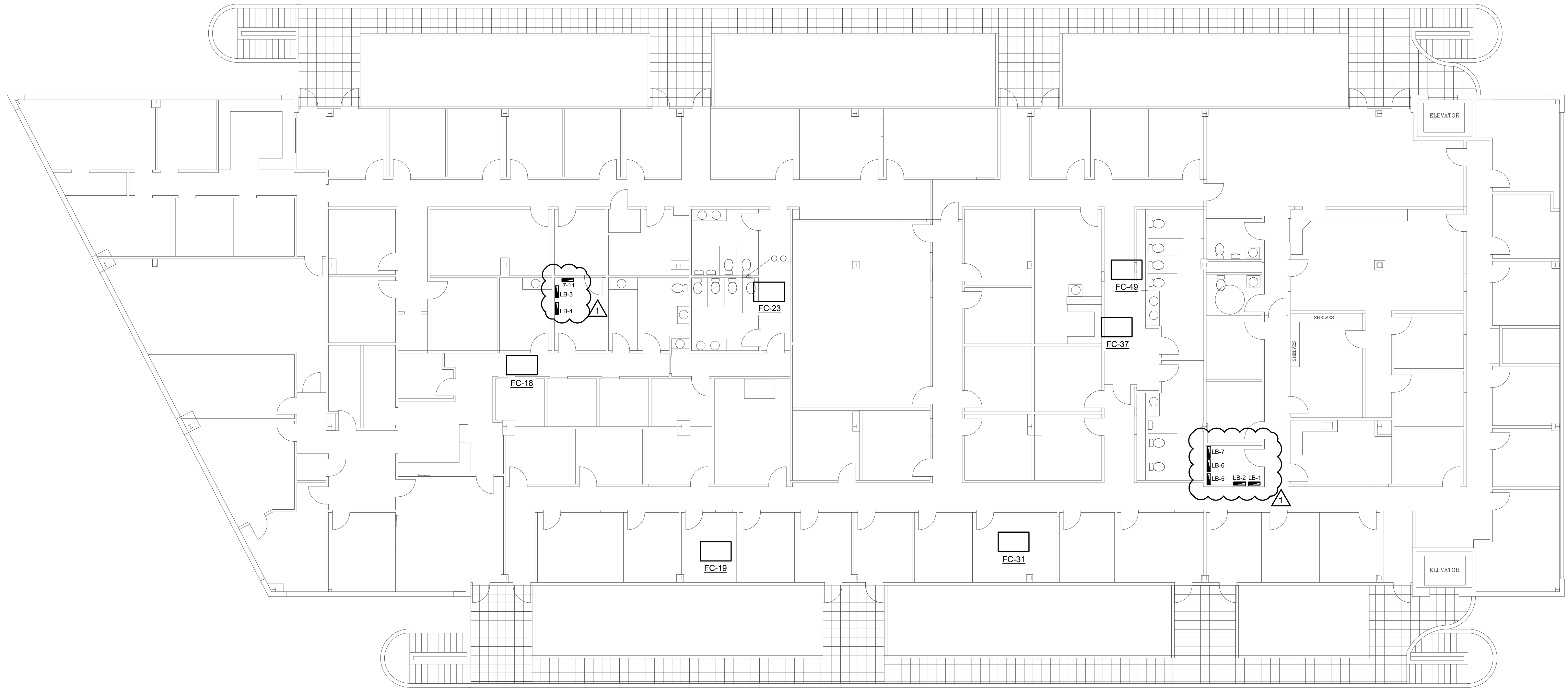
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SECOND FLOOR
 - POWER TO
 MECHANICAL

Sheet No.
E4.2

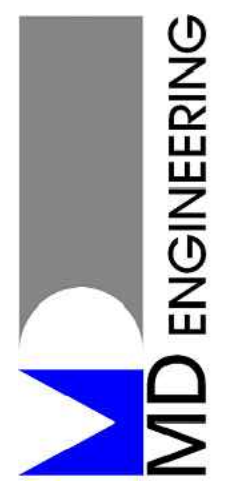
GENERAL NOTES

1. ALL EXISTING SYSTEM INFORMATION AND/OR LOCATIONS ARE PROVIDED BY THE OWNER OR BY A 3RD PARTY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL MEP EQUIPMENT & SERVICES ARE LOCATED AS DESIGNED BEFORE BIDDING THE PROJECT. WHERE EXISTING DOES NOT MATCH DESIGNED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY OWNER, ARCHITECT & ENGINEER BEFORE PROCEEDING. IF A DISCREPANCY IS NOT IDENTIFIED AT BIDDING, THE COST SHALL BE ABSORBED BY THE CONTRACTOR AND NOT PASSED ONTO THE OWNER OR ENGINEER OF RECORD.
2. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND COORDINATE WITH ALL OTHER TRADES. IN CASE OF DISCREPANCIES OR ANY POTENTIAL CONFLICTS, INFORM THE ARCHITECT AND ENGINEER IN WRITING PRIOR TO START OF WORK.
3. CONTRACTOR SHALL FIELD VERIFY AND COORDINATE WITH MECHANICAL DRAWINGS FOR EXACT LOCATION OF EQUIPMENT AND REQUIREMENTS PRIOR TO START OF WORK.



01 SECOND FLOOR PLAN - POWER TO MECH
 SCALE: 3/32"=1'-0"





Collin Co. HVAC Replacement
 900 Park Blvd. Building
 Plano, Texas 75074



Revisions:

1	ADDENDUM 1

ROOF LEVEL
 PLAN - HVAC

Sheet No.
M2.3



02 EX. FC-48
 SCALE: NTS

GENERAL NOTES

- SEE PLAN SHEET MP0.0 FOR NOTES, SYMBOLS, AND ABBREVIATIONS. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.
- SIZE REFRIGERANT LINES PER MANUFACTURERS RECOMMENDATIONS.
- PROVIDE 'CHEM-CURB' IN LIEU OF PITCH PANS FOR ANY REQUIRED PIPE / CONDUIT PENETRATIONS INTO THE EXISTING ROOFING.

NOTES BY SYMBOL "O"

- CONTRACTOR SHALL UTILIZE EXISTING REFRIGERANT PIPING WHERE APPLICABLE. IF EXISTING CONDITIONS DO NOT MATCH NEW EQUIPMENT, REPLACE WITH APPROPRIATE DX LINES THROUGH EXISTING ROOF PENETRATION. CONTRACTOR SHALL FULLY INSULATE & WEATHER TIGHT SEAL NEW/EXISTING DX LINES AT ROOF PENETRATION. DO NOT SEGMENT PIPE INSULATION AT PENETRATION POINT. (REPLACE INSULATION ON ALL EXTERIOR REFRIGERANT LINES AND PROVIDE 0.016 ALUMINUM JACKET WITH PROPER CLOSURE SYSTEM. REFER TO SPECIFICATION 23.07.00.)
- INSTALL UNIT ON EXISTING RAIL TYPE ROOF CURB A MINIMUM OF 14" HIGH ABOVE FINISHED ROOF.
- INSTALL UNIT IN SAME LOCATION AS DEMOLISHED UNIT. PROVIDE HARDWARE CLOTH ON UNITS SUPPLY AND RETURN OPENINGS. HARDWARE CLOTH SHALL BE SIZED FOR SUPPLY/ RETURN OPENING AND BE A MINIMUM OF 23 GAUGE. REFER TO 02 / M2.3 FOR EXISTING INSTALLATION.
- CONTRACTOR SHALL UTILIZE EXISTING REFRIGERANT PIPING WHERE APPLICABLE. IF EXISTING CONDITIONS DO NOT MATCH NEW EQUIPMENT, REPLACE WITH APPROPRIATE DX LINES THROUGH EXISTING WALL PENETRATION. CONTRACTOR SHALL FULLY INSULATE & WEATHER TIGHT SEAL NEW/EXISTING DX LINES AT ROOF PENETRATION. DO NOT SEGMENT PIPE INSULATION AT PENETRATION POINT. PROVIDE 2 COATS OF UV RESISTIVE PAINT ON EXTERIOR PIPE INSULATION.
- CONNECT FULLY INSULATED CONDENSATE DRAIN LINE TO EXISTING PIPING TO APPROVED TERMINATION. CONTRACTOR SHALL VERIFY EXISTING DRAIN LINE IS SLOPED AS REQUIRED PER CODE.
- CONTRACTOR SHALL NOTE EXISTING CONTROL POINTS FOR COLLIN COUNTY'S HVAC CONTROL NETWORK AND MATCH POINTS WITH NEW UNIT BY UTILIZING EXISTING CONTROLS ON SITE.

SCOPE OF WORK

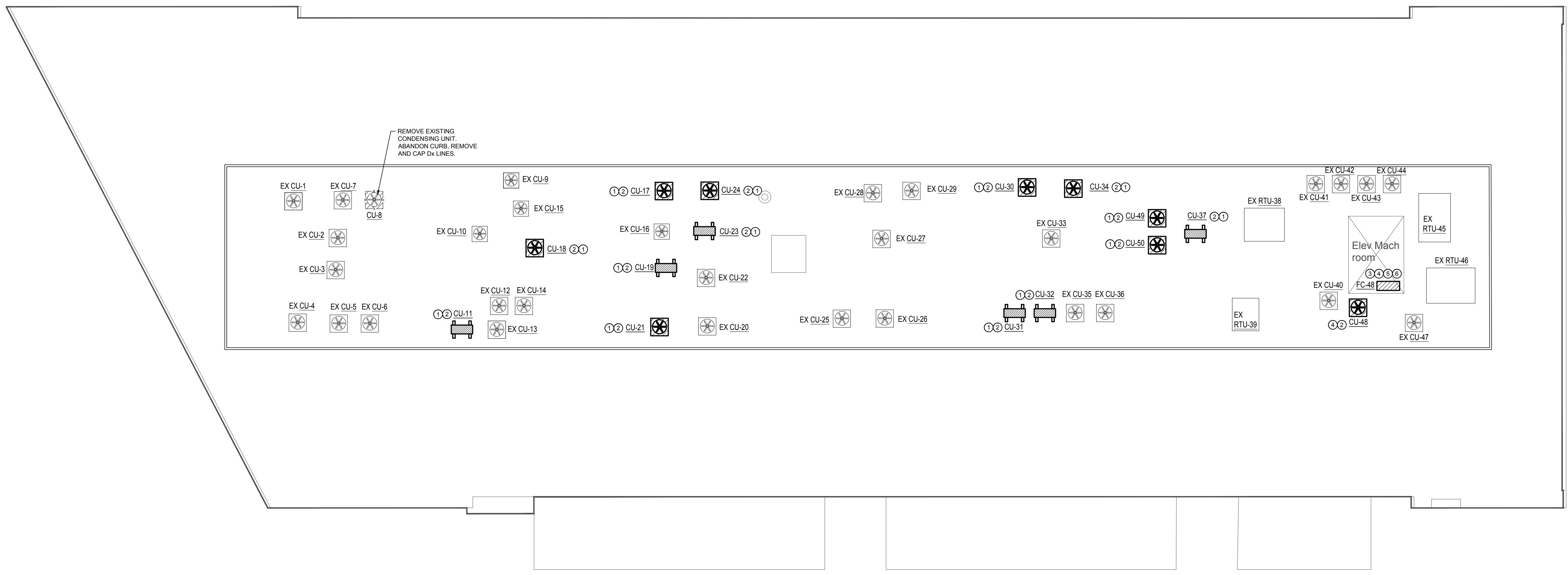
THIS PROJECT WILL CONSIST OF REPLACEMENT OF ROOF MOUNTED AND ASSOCIATED INDOOR UNITS TO SERVE EXISTING SPACES.

NEW UNITS SHALL BE BALANCED TO EXISTING CONDITIONS NOTED.

THE EXISTING WALL MOUNTED SENSORS ARE TO BE UTILIZED WITH NEW EQUIPMENT.

LEGEND

- DESIGNATES EQUIPMENT TO REMAIN - NOT IN CONTRACT.
- DESIGNATES EQUIPMENT WHICH SHALL BE REPLACED UNDER THIS CONTRACT.
- DESIGNATES EQUIPMENT WHICH SHALL BE REPLACED UNDER THIS CONTRACT.



01 ROOF LEVEL PLAN - HVAC
 SCALE: 3/32"=1'-0"

NOTE:
 UTILIZE EXISTING CONTROL WIRING FOR ASSOCIATED INDOOR AND CONDENSING UNITS. CONTRACTOR TO VERIFY EXISTING CONTROL WIRING IS COMPATIBLE WITH NEW UNITS.

