

2023-139

Construction, Adult Detention Smoke-Heat Detector Replacement

Issue Date: 1/10/2023

Questions Deadline: 1/27/2023 05:00 PM (CT) Response Deadline: 2/2/2023 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Ruyue Ding Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Road

Ste. 3160

McKinney, TX 75071

Phone: 1 (972) 548-4115 Fax: 1 (972) 548-4694 Email: rding@co.collin.tx.us

Page 1 of 12 pages Deadline: 2/2/2023 02:00 PM (CT) 2023-139

Event Information

Number: 2023-139

Title: Construction, Adult Detention Smoke-Heat Detector Replacement

Type: Invitation for Bid Issue Date: 1/10/2023

Question Deadline: 1/27/2023 05:00 PM (CT) Response Deadline: 2/2/2023 02:00 PM (CT)

Notes: SCOPE OF WORK INCLUDES all materials, labor, equipment and services to

produce or be incorporated in such construction. Contract will be a general contract for (1) Replace approximately four hundred and fifty (450) smoke/heat detectors in Collin County original Adult Detention Center (Clusters one and three, together with the main detention building from the Detention Lobby entrance to the loading dock area) and Sheriff's Office at 4300 Community Ave., McKinney, TX 75071. Contractor

shall also be responsible to dispose of replaced devices.

Ship To Information

Contact: Ruyue Ding

Address: Collin County Justice Center

Cluster 1 and 3, Sheriff's office

4300 Community Ave. McKinney, TX 75071 1 (972) 548-4115

Phone: 1 (972) 548-4115 Email: rding@co.collin.tx.us

Billing Information

Address: Auditor

Phone:

Admin. Building Ste. 3100

2300 Bloomdale Rd.

Ste. 3100

McKinney, TX 75071 1 (972) 548-4733

Email: accountspayable@co.collin.tx.us

Bid Activities

Mandatory Pre-Bid Conference

1/24/2023 9:30:00 AM (CT)

A <u>mandatory</u>PRE-BID CONFERENCE will be held on Tuesday, January 24, 2023 at 9:30 A.M. and Wednesday, January 25, 2023 at 1:30 P.M. at Collin County Justice Center, 4300 Community Ave., McKinney, TX 75071 (meet in Detention Center Lobby) in order for bidders to ask questions regarding the proposed work. All Bidders desiring to bid the work **must** attend **ONE** of the two conferences, but does **not** have to attend both (same sites will be viewed at both conferences). It is the bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the bid.

Mandatory Pre-Bid Conference

1/25/2023 1:30:00 PM (CT)

A <u>mandatory</u> PRE-BID CONFERENCE will be held on Tuesday, January 24, 2023 at 9:30 A.M. and Wednesday, January 25, 2023 at 1:30 P.M. at Collin County Justice Center, 4300 Community Ave., McKinney, TX 75071 (meet in Detention Center Lobby) in order for bidders to ask questions regarding the proposed work. All Bidders desiring to bid the work **must** attend **ONE** of the two conferences, but does **not** have to attend both (same sites will be viewed at both conferences). 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

LEGAL_NOTICE-2023-139.doc

View Online

Legal Notice

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General_Instructions_Bid_07.18.2022.docx **View Online** 1.0 General Instructions IFB Terms of Contract Bid - 2.10.21.docx **View Online** Terms of Contract - Bid **View Online** 3.0 Insurance Requirements.docx Insurance Requirement 2013-139 Construction, Adult Detention Smoke-Heat Detector Replacement **View Online** Specifications.docx **Specifications** 2023-139 Attachment A-1994 Fire Alarm Shop Drawings.pdf **View Online** 2023-139 Attachment A-1994 Fire Alarm Shop Drawings 2023-139 Attachment B-Edwards specification sheets.pdf **View Online** 2023-139 Attachment B-Edwards specification sheets Attachment C-Product Substitution Request Form.pdf **View Online** Attachment C-Product Substitution Request Form **View Online** Attachment D-Wage Rates_8-5-22.pdf Attachment D-Wage Rates_8-5-22 Small Project Construction Contract 3.4.21 SAMPLE.pdf **View Online** Small Project Construction _ Contract Sample Maintenance Bond.pdf **View Online** Maintenance Bond Payment Bond.pdf **View Online** Payment Bond Performance Bond.pdf **View Online** Performance Bond HB 23-CIQ.docx **View Online** CIQ **View Online** CIQ 113015.pdf Conflict of Interest Questionnaire W-9 rev 2018.pdf **View Online**

W-9 Form

Requested Attachments

W-9

(Attachment required)

Conflict of Interest Questionnaire

Proposed Construction Schedule

(Attachment required)

Bidder is required to submit a Proposed Construction Schedule with his/her bid

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Bid Attributes

1	eBid Notice Collin County exclusively uses IonWave Technologies, Inc. (Collin County eBid) for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other means. Please initial. (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)
2	Executions (for IED Construction)
3	Exceptions (for IFB - Construction) If you take any exceptions to the specifications, you must submit the exception/s as a Question via the public eBid portal before the Question Cutoff Date for County consideration. The County will review and publish a response via eBid. If you would like to offer any substitutions, please review the Instruction to Bidders Document 002113, Section 1.7 and submit by separate attachment. Please initial.
	(Required: Maximum 1000 characters allowed)
_	
4	Number of Years' Experience with Edwards Fire Alarm System Bidder shall state the number of years' experience with Edwards Fire Alarm Systems installation and programming.
	(Required: Maximum 1000 characters allowed)
5	Calendar Days Bid Please state the consecutive calendar days bid from notice to proceed through completion of project. (Required: Numbers only)

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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	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)
8	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)
9	List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process.
	(Required: Maximum 4000 characters allowed)

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10	List a company or governmental agency, other than Collin County, where these same/like products/services, as stated herein, have been provided. Texas references are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process. (Required: Maximum 4000 characters allowed)
	· · · · · · · · · · · · · · · · · · ·
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 are preferred. Include the following: Company/Entity, Contact, Address, City/State/Zip, Phone, and E-Mail. It is the responsibility of the Bidder/Proposer to ensure submitted references will be responsive to the County's requests. The County reserves the right to contact references other than those listed, and to consider any information acquired from all references during the evaluation process. (Required: Maximum 4000 characters allowed)
1 2	Cooperative Contracts As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an interlocal agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions? Yes No (Required: Check only one)

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13	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.toganous maximum 1000 onaraotoro anomou)
1	Debarment Certification I certify that neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations. Please initial.
	(Required: Maximum 1000 characters allowed)
1 5	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)
16	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 7	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	Disclosure of Interested Parties
-8	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)
	(Neguired: Maximum 1000 characters allowed)
19	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 County Website Other (Required: Check only one)
2	Critical Infractructure Affirmation
0	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)
2 1	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)

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2 2	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)
23	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)
3i	d Lines
1	Package Header
	Bid Grand Total
	Bid Grand Total

1	Package F	leader		
	Bid Grand Tota	I		
	Quantity: 1	UOM: lump sum	Total: \$	
	Item Notes:	Lines 1.1 and 1.2 must add up to the Bid Grand Total		No bid
	Supplier Notes:			Alternate specification (Attach separate sheet)
				Additional notes (Attach separate sheet)

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	Pa	ackage Items		
	1.1	1 Total Material Cost for replacing approximately Center (Clusters one and three, together with the to the loading dock area) and Sheriff's Office. (Response required)		
		Quantity: 1 UOM: lump sum	Price: \$	Total: \$
		Supplier Notes:		No bid Additional notes (Attach separate sheet)
	1.2	2 Total Labor Cost for replacing approximately 45 (Clusters one and three, together with the main loading dock area) and Sheriff's Office. (Response required)		
		Quantity: 1 UOM: lump sum	Price: \$	Total: \$
		Supplier Notes:		No bid
				Additional notes
				(Attach separate sheet)
,	Uni	nit Prices		
		ne excluded from response total)		
	Iten	em Notes: Unit price shall include all materials, mentioned in the Specifications to preplacement device. Detail please so	rovide and install one (1	Additional notes (Attach separate sheet)
	Sup	upplier Notes:		
	Ite	em Attributes		
	1. \$	State Unit Price for: One (1) Siga-OSD device	e and installation of r	eplacing existing device
	ķ	Bidder shall provide a unit price for any additional project other than the estimated four hundred and Unit price shall include all materials, equipment, re	d fifty (450) smoke/heat	detectors stated in the Specifications.
		and install one (1) replacement device.		
	[
	[(Required: Numbers only)	e and installation of r	eplacing existing device
	2. \$		l One (1) Siga-HRD dev d fifty (450) smoke/heat	ce that may be required during the detectors stated in the Specifications.

3. State Unit Price for: One (1) Siga-SD device and installation of replacing existing device	
Bidder shall provide a unit price for any additional One (1) Siga-SD device that may be required during project other than the estimated four hundred and fifty (450) smoke/heat detectors stated in the Specifications and labor to and install one (1) replacement device.	ifications.
(Required: Numbers only)	

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Supplier Intol	mation
Company Name:	
Contact Name:	
Address:	
Phone:	
Fax:	
Email:	
Supplier Note	es
the duly authorized Bidder affirms that t individual has not p line of business; an	ereby certifies the foregoing bid submitted by the company listed below hereinafter called "bidder" is agent of said company and the person signing said bid has been duly authorized to execute same. They are duly authorized to execute this contract; this company; corporation, firm, partnership or repared this bid in collusion with any other bidder or other person or persons engaged in the same d that the contents of this bid as to prices, terms and conditions of said bid have not been ne undersigned nor by any employee or agent to any other person engaged in this type of business opening of this bid.
Print Name	Signature

1.0 GENERAL INSTRUCTIONS

- 1.0.1 Definitions
 - 1.0.1.1 Bidder: refers to submitter.
 - 1.0.1.2 Vendor/Contractor/Provider: refers to a Successful Bidder/Contractor/Service Provider.
 - 1.0.1.3 Submittal: refers to those documents required to be submitted to Collin County, by a Bidder.
 - 1.0.1.4 IFB: refers to Invitation For Bid.
- 1.1 If Bidder does not wish to submit an offer at this time, please submit a No Bid.
- 1.2 Awards shall be made not more than ninety (90) days after the time set for opening of Submittals.
- 1.3 Collin County is always conscious and extremely appreciative of your time and effort in preparing your Submittal.
- 1.4 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 company may result in your receipt of incomplete specifications and/or addenda which could ultimately render your bid non-compliant. Collin County accepts no responsibility for the receipt and/or notification of solicitations through any other company.
- 1.5 A bid may not be withdrawn or canceled by the bidder prior to the ninety-first (91st) day following public opening of Submittals and only prior to award.
- 1.6 It is understood that Collin County, Texas reserves the right to accept or reject any and/or all Bids 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.
- 1.7 All IFBs submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the IFB number and name. A hard copy paper form Submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals shall be mailed or hand delivered to the Collin County Purchasing Department.
- 1.8 Submittals via email, oral, telegraphic or telephonic will not be accepted. IFBs may be submitted in electronic format via Collin County eBid.
- 1.9 All IFBs submitted electronically via Collin County eBid shall remain locked until official date and time of opening as stated in the Special Terms and Conditions of the IFB.
- 1.10 Time/date stamp clock in Collin County Purchasing Department shall be the official time of receipt for all IFBs submitted in hard copy paper form only, no flash drives, CD-ROMs or any other form of "plug and play" portable storage device will be accepted as a Submittal. IFBs received in the Collin County Purchasing Department after submission deadline shall be considered void and unacceptable. Absolutely no late Submittals will be considered. Collin County accepts no responsibility for technical difficulties related to electronic Submittals.

- 1.11 For hard copy paper form Submittals, any alterations made prior to opening date and time must be initialed by the signer of the IFB guaranteeing authenticity. Submittals cannot be altered or amended after submission deadline.
- 1.12 Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.
- 1.13 Any interpretations, corrections and/or changes to an IFB, 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 the date specified in the solicitation. 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.
 - 1.13.1 Addenda will be transmitted to all that are known to have received a copy of the IFB/RFQ/RFP/RFI/CSP and related Specifications. However, it shall be the sole responsibility of the Bidder/Quoter/Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. Collin County eBid https://collincountytx.ionwave.net/, telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder's/Quoter's/Offeror's receipt of any addenda issued. Bidder/Quoter/Offeror shall acknowledge receipt of all addenda.
- 1.14 All materials and services shall be subject to Collin County approval.
- 1.15 Collin County reserves the right to make award in whole or in part as it deems to be in the best interest of the County.
- 1.16 Any reference to model/make and/or manufacturer used in specifications is for descriptive purposes only. Products/materials of like quality will be considered.
- 1.17 Bidders offering substitutions to the specifications shall do so at their own risk. By offering substitutions, Bidder shall state these in the section provided in the IFB or by attachment. Substitution, if accepted, must meet or exceed specifications stated therein. Collin County reserves the right to accept or reject any and/or all of the substitution(s) deemed to be in the best interest of the County.
- 1.19 Minimum Standards for Responsible Prospective Bidders: A prospective Bidder must meet the following minimum requirements:
 - 1.19.1 have adequate financial resources, or the ability to obtain such resources as required;
 - 1.19.2 be able to comply with the required or proposed delivery/completion schedule;
 - 1.19.3 have a satisfactory record of performance;
 - 1.19.4 have a satisfactory record of integrity and ethics;
 - 1.19.5 be otherwise qualified and eligible to receive an award.

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

1.20 Vendor shall bear any/all costs associated with its preparation of an IFB.

- 1.21 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.
- 1.22 The Bidder shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.
- 1.23 Interlocal Agreement: Successful Bidder agrees to extend prices and terms to all entities that has entered into or will enter into joint purchasing interlocal cooperation agreements with Collin County. Delivery to governmental entities located within Collin County will be at no additional charge or as otherwise provided for in the award document. Delivery charges, if any, for governmental entities located outside of Collin County shall be negotiated between the Vendor and each governmental entity.
- 1.24 Bid Openings: All bids submitted will be read at the County's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should be not construed as a comment on the responsiveness of such bid or as any indication that the County accepts such bid as responsive.

The County will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, Collin County Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The County will notify the successful Bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

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

2.0 TERMS OF CONTRACT

- 2.1 A bid, when properly accepted by Collin County, shall constitute a contract equally binding between the Vendor/Contractor/Provider and Collin County. No different or additional terms will become part of this contract with the exception of a Change Order.
- 2.2 No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All Amendments and/or Change Orders to the contract will be made in writing by Collin County Purchasing Agent.
- 2.3 No public official shall have interest in the contract, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.
- 2.4 The Vendor/Contractor/Provider 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.
- 2.5 Design, strength, quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
- 2.6 Bids must comply with all federal, state, county and local laws concerning the type(s) of product(s)/service(s)/equipment/project(s) contracted for, and the fulfillment of all ADA (Americans with Disabilities Act) requirements.
- 2.7 All products must be new and unused, unless otherwise specified, in first-class condition and of current manufacture. Obsolete products, including products or any parts not compatible with existing hardware/software configurations will not be accepted.
- 2.8 Vendor/Contractor/Provider shall provide any and all notices as may be required under the Drug-Free Work Place Act of 1988, 28 CFR Part 67, Subpart F, to its employees and all sub-contractors to insure that Collin County maintains a drug-free work place.
- Vendor/Contractor/Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Vendor/Contractor/Provider's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Vendor/Contractor/Provider, or of any agent, employee, subcontractor or supplier of Vendor/Contractor/Provider in the execution of, or performance under, any contract which may result from an award. Vendor/Contractor/Provider shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.
- 2.10 Expenses for Enforcement. In the event either Party hereto is required to employ an attorney to enforce the provisions of this Agreement or is required to commence legal proceedings to enforce the provisions hereof, the prevailing Party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement, including collection.
- 2.11 If a contract, resulting from a Collin County IFB is for the execution of a public work, the following shall apply:
 - 2.11.1 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Payment Bond if the contract is in excess of \$25,000.00. Such bond shall

be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).

- 2.11.2 In accordance with V.T.C.A. 2253.021, a governmental agency that makes a public work contract with a prime contractor shall require the contractor, before beginning work, to execute to the governmental entity a Performance Bond if the contract is in excess of \$100,000.00. Such bond shall be in the amount of the contract payable to the governmental entity and must be executed by a corporate surety in accordance with Section 1, Chapter 87, Acts of the 56th Legislature, Regular Session, 1959 (Article 7.19-1 Vernon's Texas Insurance Code).
- 2.12 Purchase Order(s) shall be generated by Collin County to the vendor. Collin County will not be responsible for any orders placed/delivered without a valid purchase order number.
- 2.13 The contract shall remain in effect until any of the following occurs: delivery of product(s) and/or completion and acceptance by Collin County of product(s) and/or service(s), contract expires or is terminated by either party with thirty (30) days written notice prior to cancellation and notice must state therein the reasons for such cancellation. Collin County reserves the right to terminate the contract immediately in the event the Vendor/Contractor/Provider fails to meet delivery or completion schedules, or otherwise perform in accordance with the specifications. Breach of contract or default authorizes the County to purchase elsewhere and charge the full increase in cost and handling to the defaulting Vendor/Contractor/Provider.
- 2.14 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.
- 2.15 All delivery and freight charges (FOB Inside delivery at Collin County designated locations) are to be included as part of the bid price. All components required to render the item complete, installed and operational shall be included in the total bid price. Collin County will pay no additional freight/delivery/installation/setup fees.
- 2.16 Vendor/Contractor/Provider shall notify the Purchasing Department immediately if delivery/completion schedule cannot be met. If delay is foreseen, the Vendor/Contractor/Provider shall give written notice to the Purchasing Agent. The County has the right to extend delivery/completion time if reason appears valid.
- 2.17 The title and risk of loss of the product(s) shall not pass to Collin County until Collin County actually receives and takes possession of the product(s) at the point or points of delivery. Collin County shall generate a purchase order(s) to the Vendor/Contractor/Provider and the purchase order number must appear on all itemized invoices.
- 2.18 Invoices shall be mailed directly to the Collin County Auditor's Office, 2300 Bloomdale Road, Suite 3100, McKinney, Texas 75071. All invoices shall show:
 - 2.18.1 Collin County Purchase Order Number;
 - 2.18.2 Vendor's/Contractor's/Provider's Name, Address and Tax Identification Number;
 - 2.18.3 Detailed breakdown of all charges for the product(s) and/or service(s) including applicable time frames.
- 2.19 Payment will be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251.
- 2.20 All warranties shall be stated as required in the Uniform Commercial Code.
- 2.21 The Vendor/Contractor/Provider and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

- 2.22 The Vendor/Contractor/Provider agree to protect Collin County from any claims involving infringements of patents and/or copyrights.
- 2.23 The contract will be governed by the laws of the State of Texas. Should any portion of the 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. The contract is performable in Collin County, Texas.
- 2.24 The Vendor/Contractor/Provider shall not sell, assign, transfer or convey the contract, in whole or in part, without the prior written approval from Collin County.
- 2.25 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.
- 2.26 Vendor/Contractor/Provider shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Vendor/Contractor/Provider for purposes of solicitation. As exception, Vendor/Contractor/Provider may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.
- 2.27 The Vendor/Contractor/Provider understands. acknowledges and that if the agrees Vendor/Contractor/Provider subcontracts with a third party for services and/or material, the primary Vendor/Contractor/Provider (awardee) accepts responsibility for full and prompt payment to the third party. Any dispute between the primary Vendor/Contractor/Provider and the third party, including any payment dispute, will be promptly remedied by the primary vendor. 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 Vendor/Contractor/Provider by Collin County for any payments owed to the third party.
- 2.28 Vendor/Contractor/Provider 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.
- 2.29 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.
- 2.30 Non-Disclosure Agreement: Where applicable, vendor shall be required to sign a non-disclosure agreement acknowledging that all information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by vendor, except as provided in the contract/agreement, may cause serious harm or damage to Collin County. Therefore, Vendor agrees that Vendor will not use the information furnished for any purpose other than that stated in contract/agreement, and agrees that Vendor will not either directly or indirectly by agent, employee, or representative disclose this information, either in whole or in part, to any third party, except on a need to know basis for the purpose of evaluating any possible transaction. This agreement shall be binding upon Collin County and Vendor, and upon the directors, officers, employees and agents of each.
- 2.31 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.
- 2.32 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 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 will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

2.33 Notice to Vendors/Contractors/Providers delivering goods or performing services within the Collin County Detention Facility: 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 of 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.

2.34 Delays and Extensions of Time when applicable:

- 2.34.1 If the Vendor/Contractor/Provider is delayed at any time in the commence or progress of the Work by an act or neglect of the Owner or Architect/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 Vendor/Contractor/Provider's control, or by delay authorized by the Owner pending mediation and arbitration, or by other causes which the Owner or Architect/Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner/Architect may determine.
- 2.34.2 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.
- 2.35 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.
- 2.36 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.
- 2.37 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.

2.38 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.

NOTE: All other terms and conditions (i.e. Insurance Requirements, Bond Requirements, etc.) shall be stated in the individual IFB Solicitation documents as Special Terms, Conditions and Specifications.

3.0 Insurance Requirements:

- 3.1 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 3.1.2. 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.
 - 3.1.1 Commercial General Liability insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

• Each Occurrence: \$1,000,000

• Personal & Adv. Injury: \$1,000,000

• Products/Completed Operation: \$2,000,000

• General Aggregate: \$2,000,000

3.1.2 Workers Compensation insurance as required by the laws of the Texas Department of Insurance, Division of Workers' Compensation, section 406.096(b).

Liability, Each Accident: \$500,000
Disease-Each Employee: \$500,000
Disease – Policy Limit: \$500,000

- 3.1.3 Commercial Automobile Liability insurance including owned, non-owned, and hired vehicles used in connection with the contract.
 - Combined Single Limit Each Accident: \$1,000,000
- 3.1.4 Umbrella/Excess Liability insurance.

• Each Occurrence/Aggregate: \$1,000,000

- 3.2 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:
 - 3.2.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in all insurance coverages.
 - 3.2.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
 - 3.2.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
 - 3.2.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days' notice prior to cancellation, non-renewal or termination of the policy.
 - 3.2.5 All copies of Certificates of Insurance shall reference the project/contract number.
- 3.3 All insurance shall be purchased from an insurance company that meets the following requirements:
 - 3.3.1 A financial rating of A+VII or better as assigned by the BEST Rating Company or equivalent.

- 3.4 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - 3.4.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.
 - 3.4.2 Sets forth the notice of cancellation or termination to Collin County.

4.0 SPECIAL CONDITIONS AND SPECIFICATIONS

- Intent of Invitation for Bid (IFB): Collin County's intent of this IFB is to provide Bidders with sufficient information to prepare a bid for IFB 2023-139, Adult Detention Smoke-Heat Detector Replacement. This project will replace approximately four hundred and fifty (450) smoke/heat detectors in the original Adult Detention Center (Clusters one and three, together with the main detention building from the Detention Lobby entrance to the loading dock area) and Sheriff's Office. Please find attached "2023-139 Attachment A-1994 Fire Alarm Shop Drawings" showing approximate locations and types of detectors to replace. Please find "2023-139 Attachment B-Edwards specification sheets" for devices scheduled to replace the existing smoke devices. Collin County Commissioners' Court has list "Edwards EST Fire Alarm system and communication to Central Plant-preferred manufacturer, equipment and services are competitive" (Court Order No. 2021-1039-10-18). The fire alarm panels are Edwards EST3, monitored by Fireworks in the remote Central Control Room.
- 4.2 A mandatory Pre-bid Conference will be held on Tuesday, January 24, 2023 at 9:30 A.M. and Wednesday, January 25, 2023 at 1:30 P.M. at Collin County Justice Center, 4300 Community Ave., McKinney, TX 75071 (meet in Detention Center Lobby). All Bidders desiring to bid the work should have a representative at the pre-bid conference. All Bidders desiring to bid the work must attend ONE of the two conferences, but does not have to attend both (same sites will be viewed at both conferences). Bidders that do not attend the pre-bid conference shall not be considered in the evaluation for award of a contract per Texas Local Government Code 262.0256. It is the Bidder's responsibility to review the site and documents to gain a full understanding of the requirements of the request for quote. A sign in sheet will be provided at the meeting by the Purchasing Representative. This sign-in sheet will be the official record of attendance at the meeting.
- 4.3 Term: Provide for a contract commencing on the date of the award and continuing until the project is complete.
- 4.4 Funding: Funds for payment have been provided through the Collin County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the County from any obligation of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Collin County fiscal year shall be subject to budget approval.
- 4.5 Price Reduction: If during the life of the contract, the Bidder's net prices to its customers for the same product(s) and/or services shall be reduced below the contracted price, it is understood and agreed that the County shall receive such price reduction.
- 4.6 Delivery/Service Location: Collin County Justice Center, 4300 Community Ave., McKinney, TX 75071.
- 4.7 Approximate Value: The estimated value of this contract is \$350,000. Approximate value does not constitute an order.
- 4.8 Bidder shall state the number of calendar days to complete services at the County's designated location after receipt of notice to proceed on Attribute 5. Bidder is required to submit a Proposed Construction Schedule with his/her bid.
- 4.9 Evaluation and Award: Bidder may complete and submit the bid submission through https://collincountytx.ionwave.net. Award shall be made to the responsive Bidder who submits the lowest and best bid meeting specifications.

The Bidder's past experience of honoring contracts at the bid price as well as their past delivery history with Collin County, will be an important consideration in the evaluation of the lowest and best bid.

Bidders failing to provide the information necessary for the evaluation of the bid may be considered non-responsive.

4.10 Subcontractors: Bidder shall state names of all subcontractors and the type of work they will be performing on Attribute 8. If a Bidder fails to specify a subcontractor, then he shall be deemed to have agreed that he is fully qualified to perform the contract himself, and that he will fully perform the contract himself.

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

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

- 4.11 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.
- 4.12 Performance Bond: 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.
- 4.13 Payment Bond: 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.
- 4.14 Maintenance Bond: 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.
- 4.15 Wage Scale: In accordance with The Texas Government Code, Title 10, Chapter 2258, Prevailing Wage Rates, the general prevailing wage rate has been determined for this locality for the craft or type of workman needed to execute work of a similar character of the project listed herein. The Contractor shall

pay the prevailing wage rate in this locality to all his/her employees and subcontractors performing work on this project, and in no event shall the Contractor pay less than the rate shown in "Attachment D-Wage Rates 8-5-22".

- 4.16 Execution of Contract: 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.
- 4.17 Liquidated Damages: Should the Contractor fail to complete the project within the specified completion schedule, the sum of \$175.00 per calendar day may be deducted from the monies 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.
- 4.18 Notice to Proceed: 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.
- 4.19 Warranties: If within one (1) year, unless otherwise specified herein, after final acceptance of the work by Collin County, any of the work or material is found to be defective or not in accordance with the specifications of the contract, the Contractor shall correct it promptly after receipt of a written notice from the County to do so. This obligation shall survive termination or completion of the contract. The County shall give such notice promptly after discovery of the condition.
 - The Contractor shall remove from the site all portions of the work which are defective or nonconforming and which have not been corrected unless removal is waived in writing by the County.
 - If any materials or equipment utilized in this contract are covered by a standard manufacturer's warranty greater than requirements specified herein, Contractor shall extend that coverage to Collin County.
- 4.20 Substitutions: No substitution will be considered unless written request has been submitted to Owner for approval at least seven (7) days prior to the date for receipt of bids. A substitution request form shall be emailed to rding@co.collin.tx.us. Please find "Attachment C-Product Substitution Request Form" under bid attachment.
 - 4.20.1 Substitutions for Edwards EST will not be considered per Collin County Facilities and Construction Standards Court Order 2021-1039-10-18.
- 4.21 General Requirements and Clarifications:
 - 4.21.1 Work hours shall be Monday-Friday, 7:00 AM 4:00 PM. Workers are required to take a one-hour lunch. Six hours of work per day are allowed due to time consumed in entry and exit of secure buildings.
 - 4.21.2 Once awarded the contract, a mandatory background check performed by Collin County will be required for all persons who will work onsite. All employees entering a secure area will need a Criminal background check requiring Driver's license and Social Security card to receive a contractor badge. Collin County will provide fulltime jail escorts.
 - 4.21.3 Bidders are responsible for field verification of site conditions, verify accessibility and verify list of equipment required for a complete installation in relation with the scope of work. Equipment stated in this specification is provided for bidding proposes only and is not intended to be a complete list of required materials. The Contractor is responsible for verification for the scope of work, labor required to complete the task to the manufacture's installation requirements prior to submitting a quote.

- 4.21.4 Contractor shall provide all equipment, components, materials, parts and skilled labor required to complete the work and include cleanup of the job site. All components shall be new and unused; rebuilt or refurbished components will not be accepted.
- 4.21.6 Contractor may store project related materials onsite of Collin County, but the county will not be responsible for security.
- 4.21.7 Contractor shall provide specification sheets for approval to Collin County Construction and Projects for all materials prior to ordering.
- 4.21.8 Pricing must be valid for 90 days from the date of your bid submission.
- 4.21.9 Contractor shall show five (5) years' experience with Edwards Fire Alarm Systems installation and programming. Indicate this experience in the bid Attribute 4. Failure to show five (5) years of current experience may disqualify your firm from consideration for award.
- 4.21.10 Bidder shall provide three (3) customer/client references at least one (1) current (other than Collin County). The bidder shall serve as the primary smoke/heat detector or fire alarm contractor of five (5) projects in total over the past thirty-six (36) month period. The customer/client reference shall be able to verify these experience. The customer/client reference shall include:

Customer/Firm Name

Street Address, City, State and Zip Code

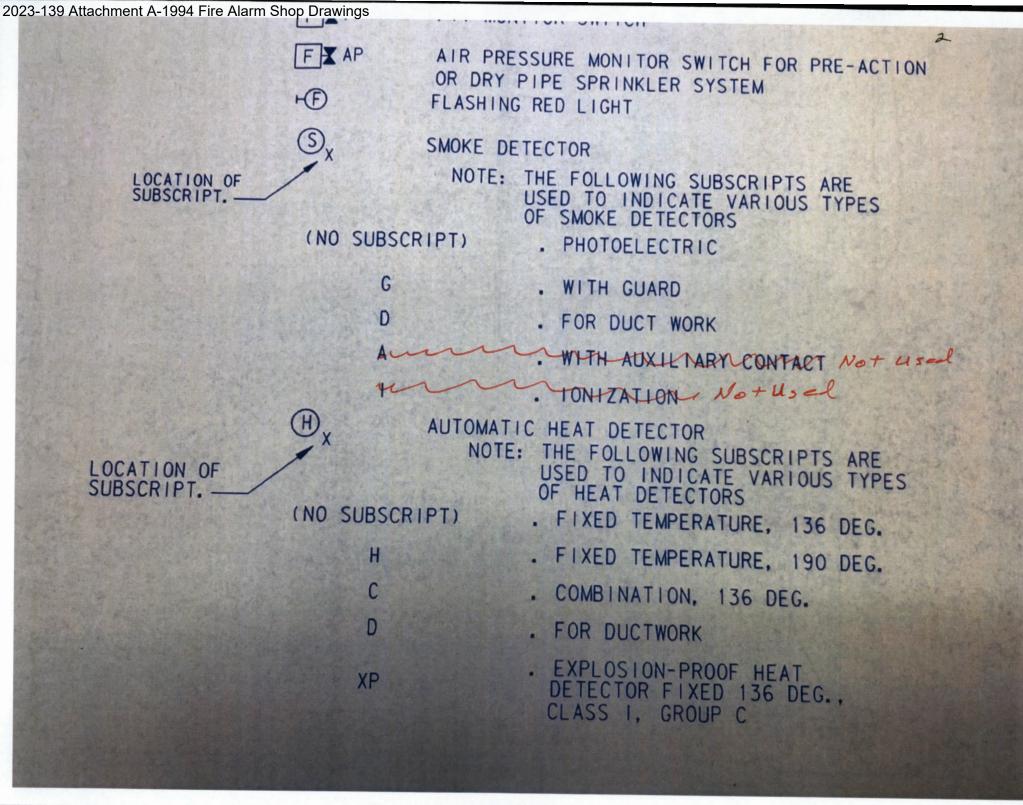
Contact Person Name, Email and Telephone Number

Brief description of services provided

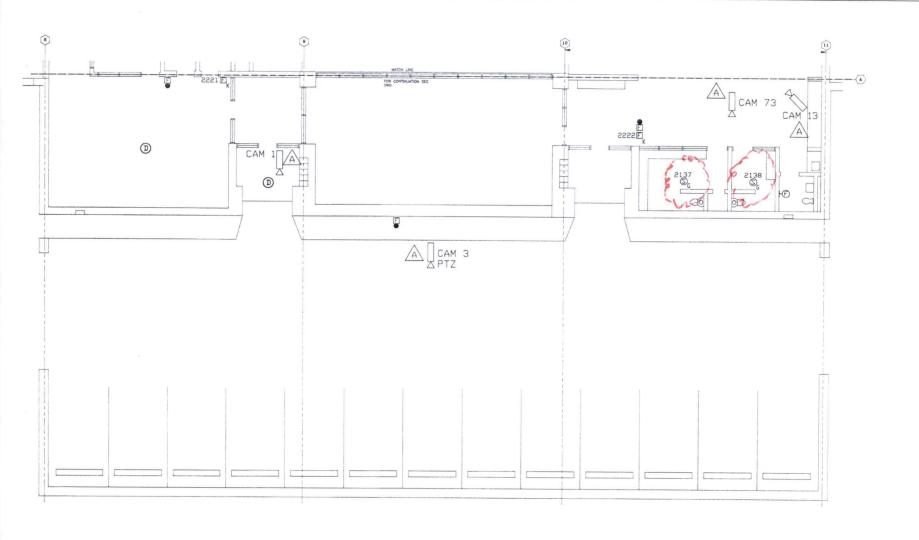
Time period and duration of contract volume

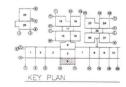
- 4.21.11 **EST certification is required to work on the system.** Bidders shall provide such certification as a required document in his/her submission.
- 4.22 Scope of Work: Replace approximately four hundred and fifty (450) smoke/heat detectors in Collin County original Adult Detention Center (Clusters one and three, together with the main detention building from the Detention Lobby entrance to the loading dock area) and Sheriff's Office. Contractor shall also be responsible to dispose of replaced devices.
- 4.23 Specifications:
 - 4.23.1 Replace existing detectors with new Edward's devices as shown in "2023-139 Attachment B-Edwards specification sheets". Contractor shall also be responsible to dispose of replaced devices. Please include all associated cost in the base bid price.
 - 4.23.2 The new detector devices shall use existing circuit wiring. Any additional items needed to replace devices, such as new bases and/or other accessories shall all be included in the base bid price.
 - 4.23.3 The detector devices scheduled for replacement are currently functioning and programmed in the system. The contractor is responsible for notifying Collin County Construction and Projects in written form of any detector devices or any other issues with the system prior to replacing devices, after bid awarded. Any required programming associated with the new replaced devices shall be included in the base bid price.
 - 4.23.4 Contractor shall provide the following spare devices for county to stock. The cost of the spare devices shall be included in the base bid price.
 - 4.23.4.1 Twelve (12) Siga-OSD Smoke Detectors
 - 4.23.4.2 Two (2) Siga-HRD Heat Detectors
 - 4.23.4.3 Twelve (12) Siga-SD Duct Detectors

- 4.23.5 Ceiling heights are variable and lifts will be required to replace some of the devices.
- 4.23.6 Contractor will receive PDF format shop drawings only. No hard copies will be provided by the county.
- 4.23.7 Contractor shall verify with the City of McKinney Fire Department if any permit is required prior to bid. If permit(s) is (are) required, the Contractor shall include the cost for all permit fees and any cost associated with submittal drawings and Planner cost in the base price.
- 4.23.8 Contractor shall schedule inspections and testing as required.
- 4.23.9 Contractor is responsible for scheduling, coordinating, staging requirements, safety barriers, and quality control.
- 4.23.10 Unit Prices: Bidder shall provide a unit price for any additional devices that may be required during the project. Unit price shall include all materials, equipment, and labor to provide and install one (1) replacement device.





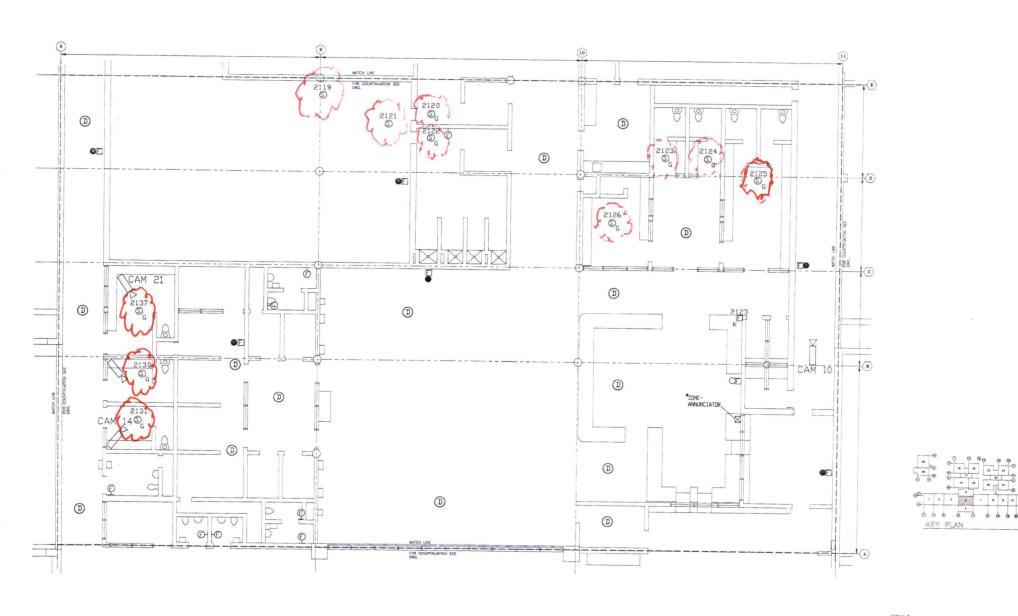




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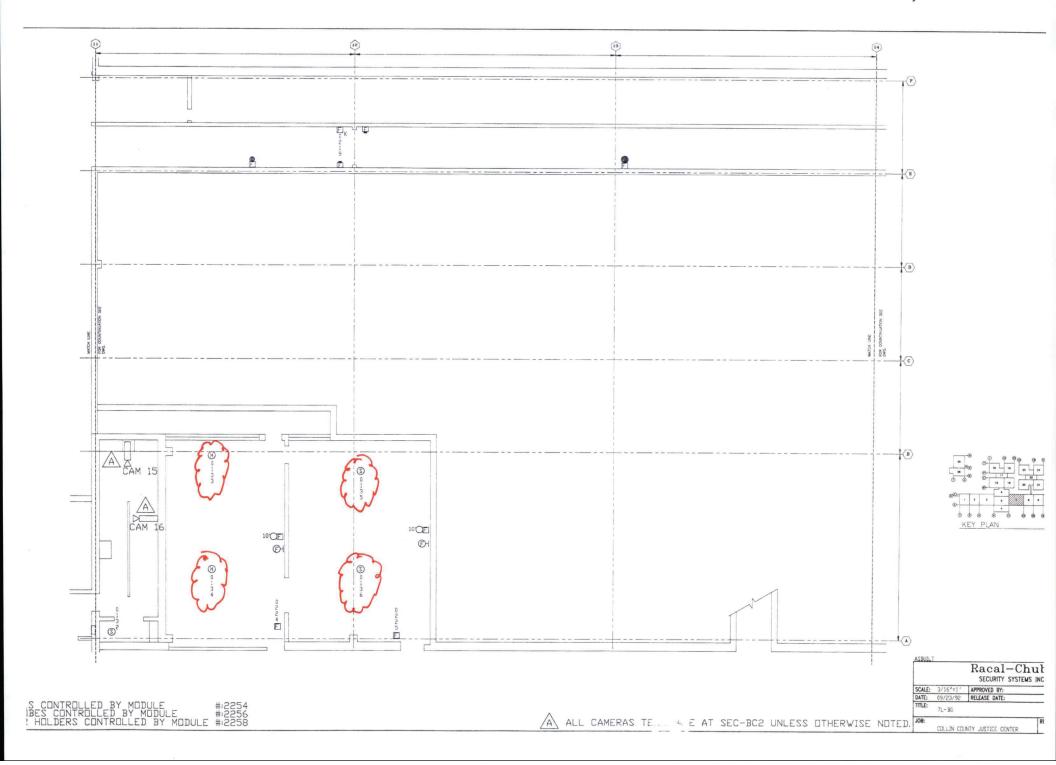


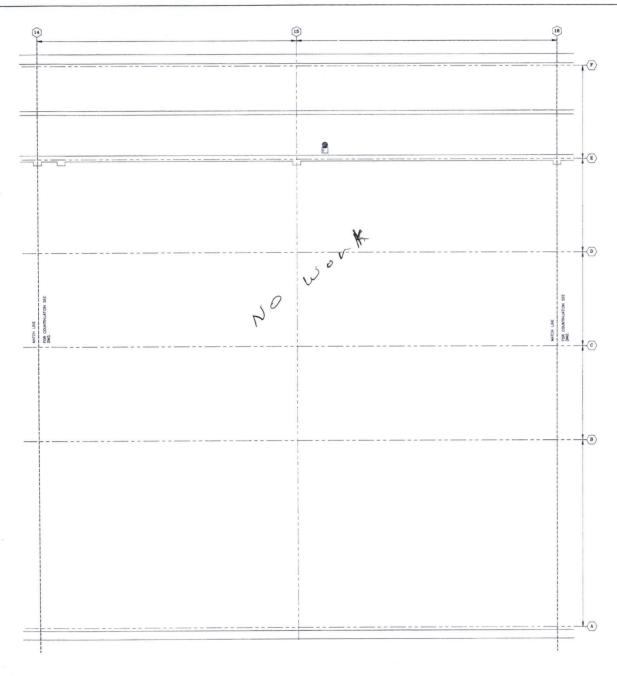
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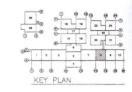
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SECURITY SYSTEMS INC.

SCALE: 3/16'=1' APPROVED BY:

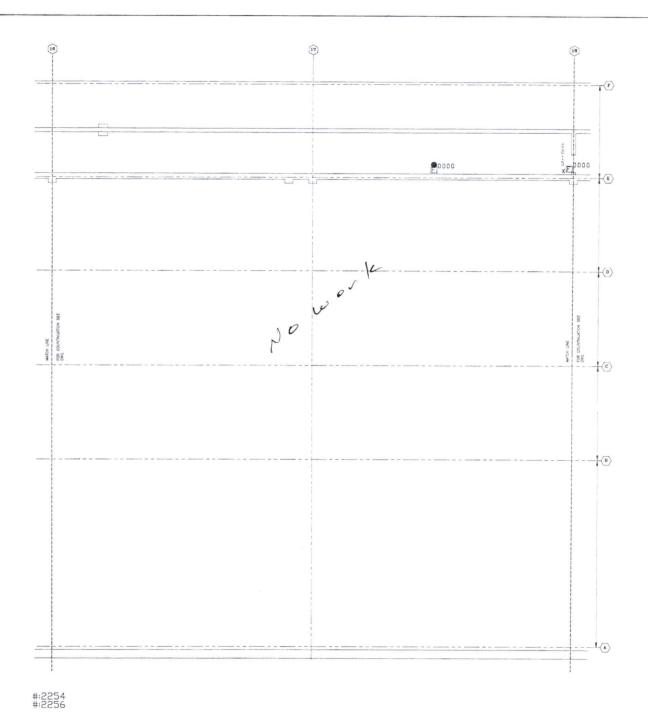
DATE: 09/23/92 RELEASE DATE:

TITLE: 8L-BG

COLLIN COUNTY JUSTICE CENTER

S CONTROLLED BY MODULE

#:2254 #:2256



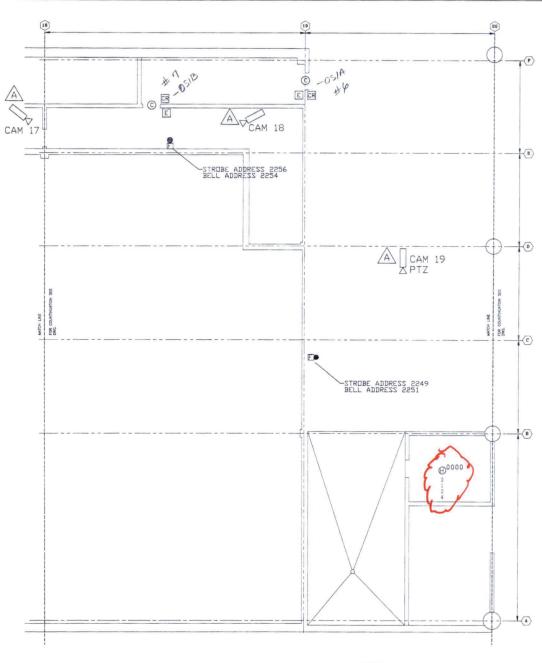
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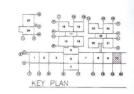
Racal-Chubb
Scale: 3/16'=1' APPROVED BY:
DATE: 99/23/92 RELEASE DATE:

TITLE: 9L-BG

9L-BG

COLLIN COUNTY JUSTICE CENTER



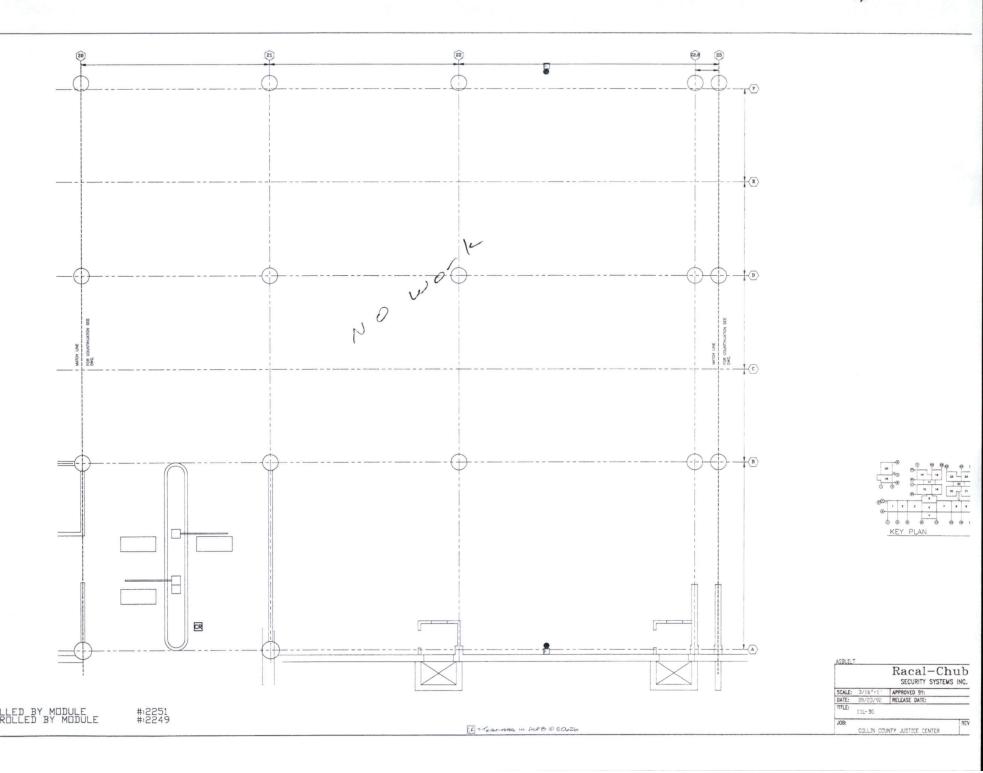


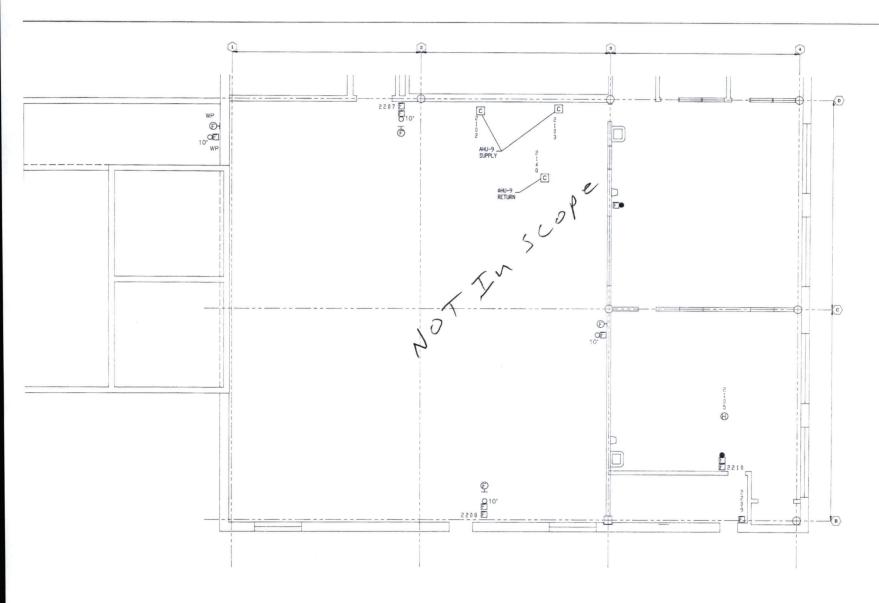
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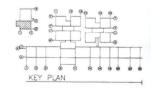
ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED. 108:

		Racal-Chub SECURITY SYSTEMS INC.
SCALE:	3/16'=1'	APPROVED BY:
DATE:	09/23/92	RELEASE DATE:
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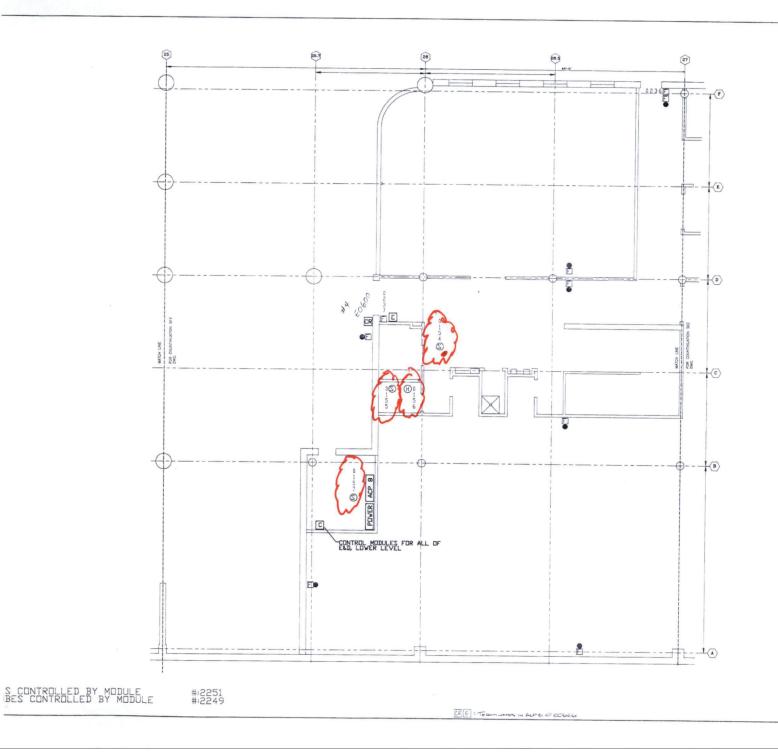
CHEETN COUNTY DISTING CENTER

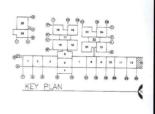


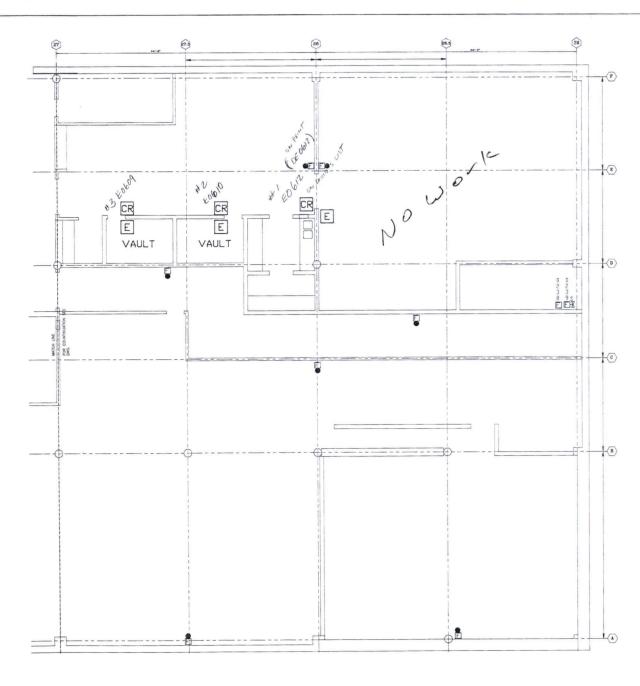


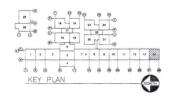


CONTROL MODULE ADDRESS :0236
BE CONTROL MODULE ADDRESS :0237









ASBUILT

Racal—Chub

SCALE: 3/16'=1' APPROVED BY:
DATE: 09/23/92 RELEASE DATE:

TITLE: 14L-BG

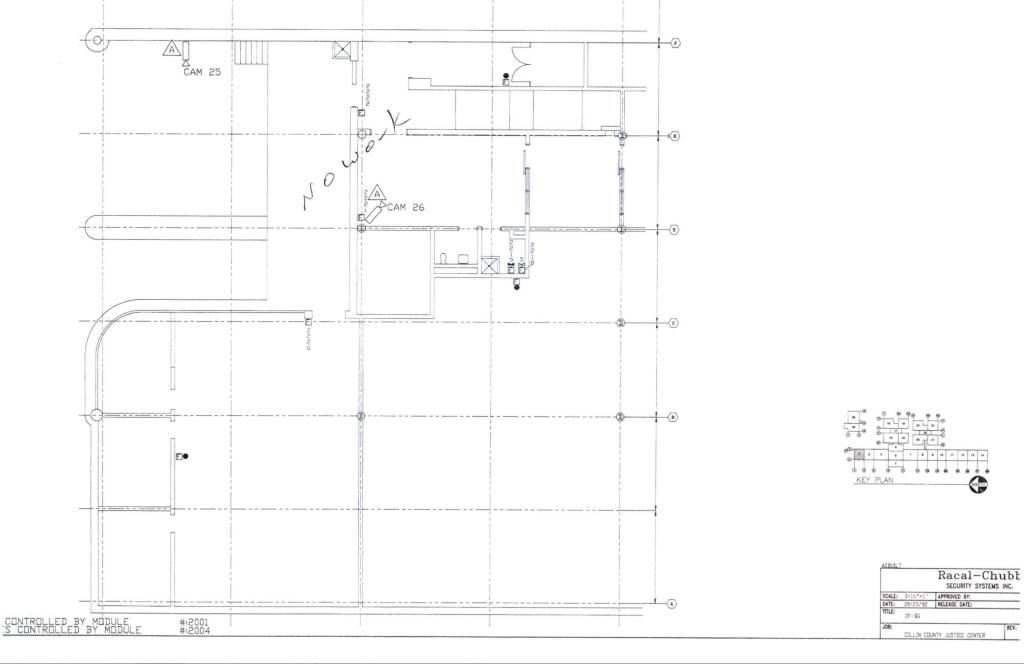
JOB:
COLLIN COUNTY JUSTICE CENTER

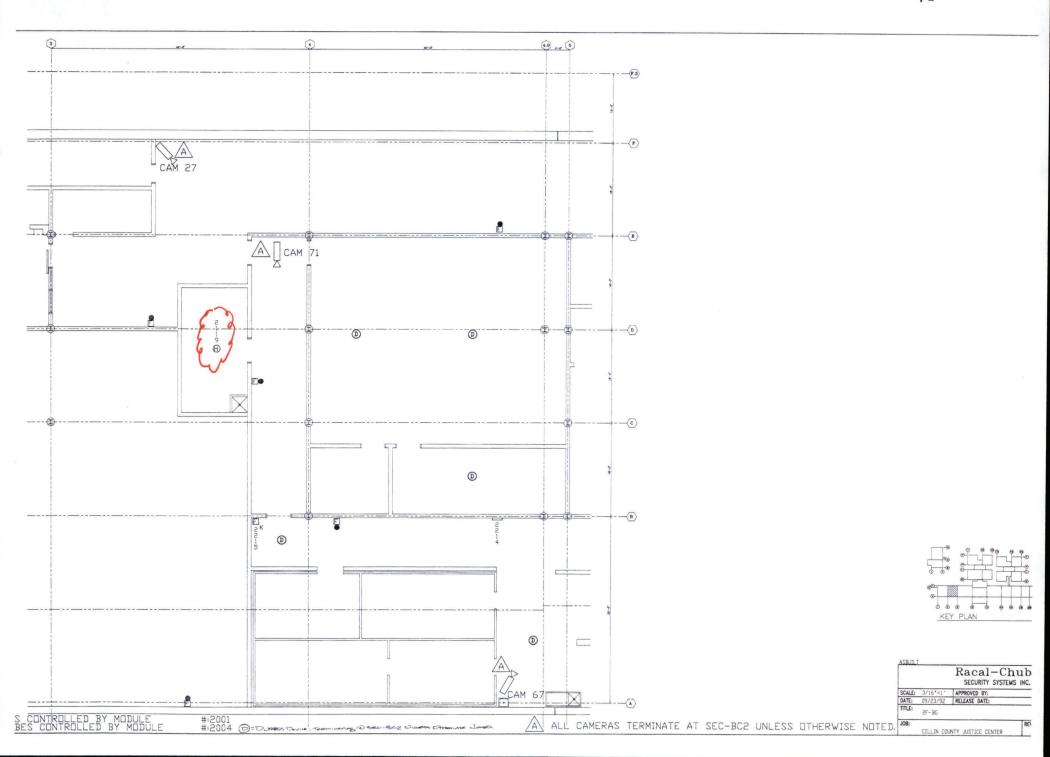
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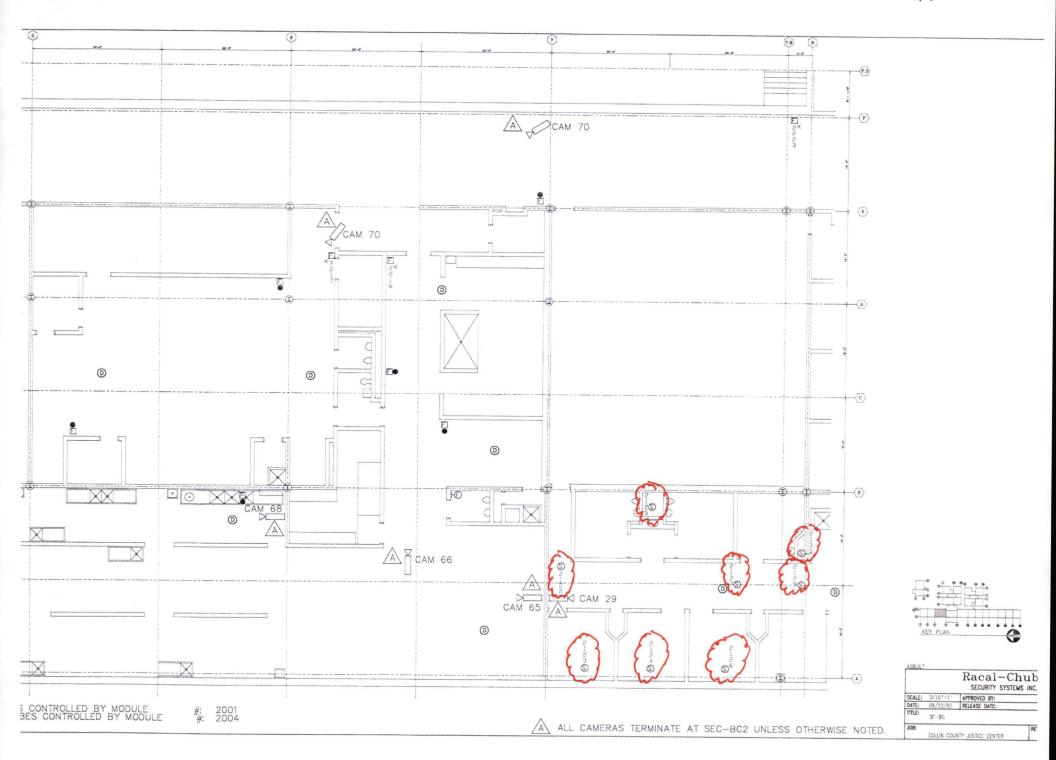
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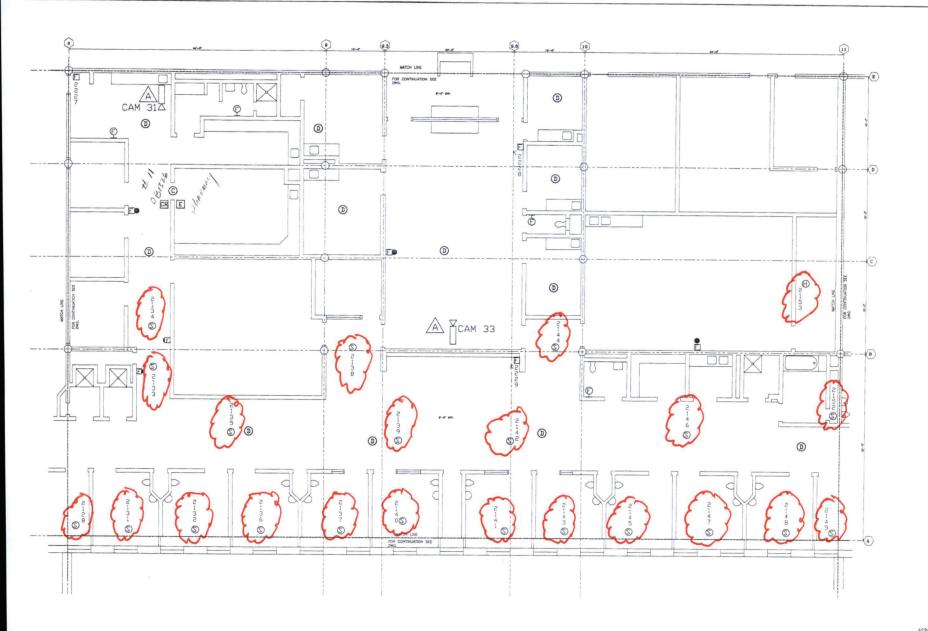
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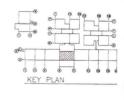
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LS CONTROLLED BY MODULE ROBES CONTROLLED BY MODULE	#:2003
JR HOLDERS CONTROLLED BY MODULE	#:2007

ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED.

Racal—Chul SECURITY SYSTEMS INC SCALE: 3/16'=1' APPROVED BY: DATE: 09/23/92 RELEASE DATE: TITLE: SF-BG

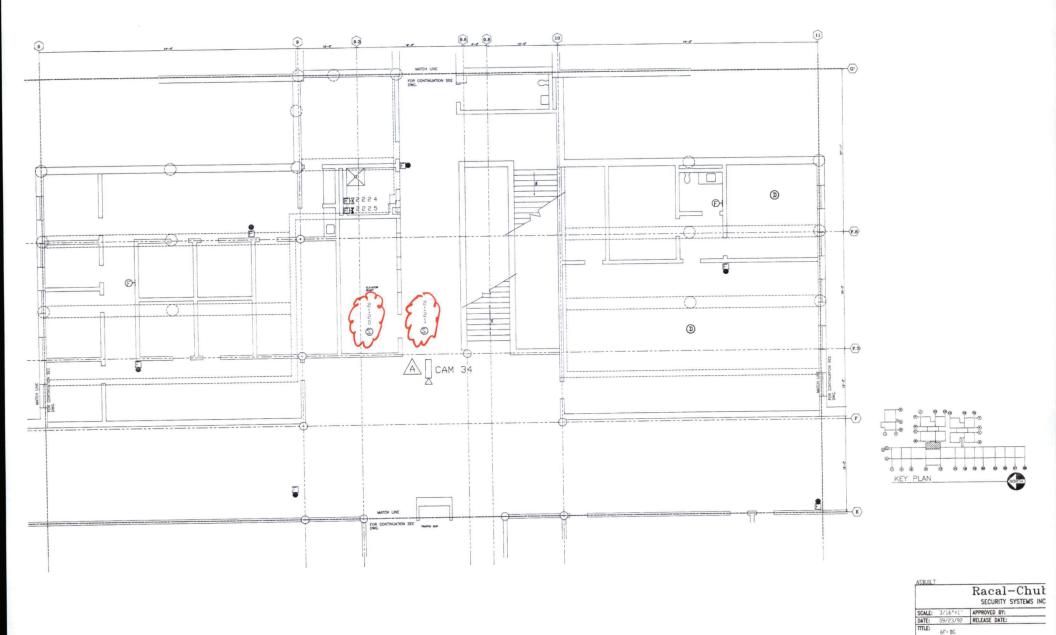
COLLIN COUNTY JUSTICE CENTER

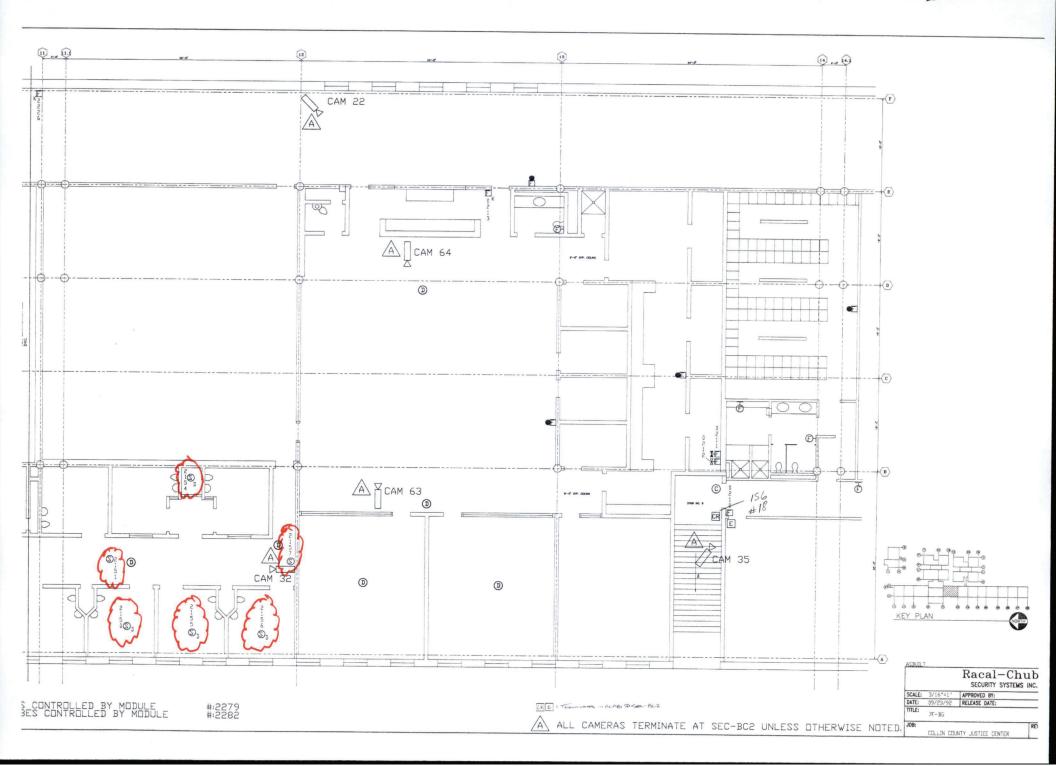
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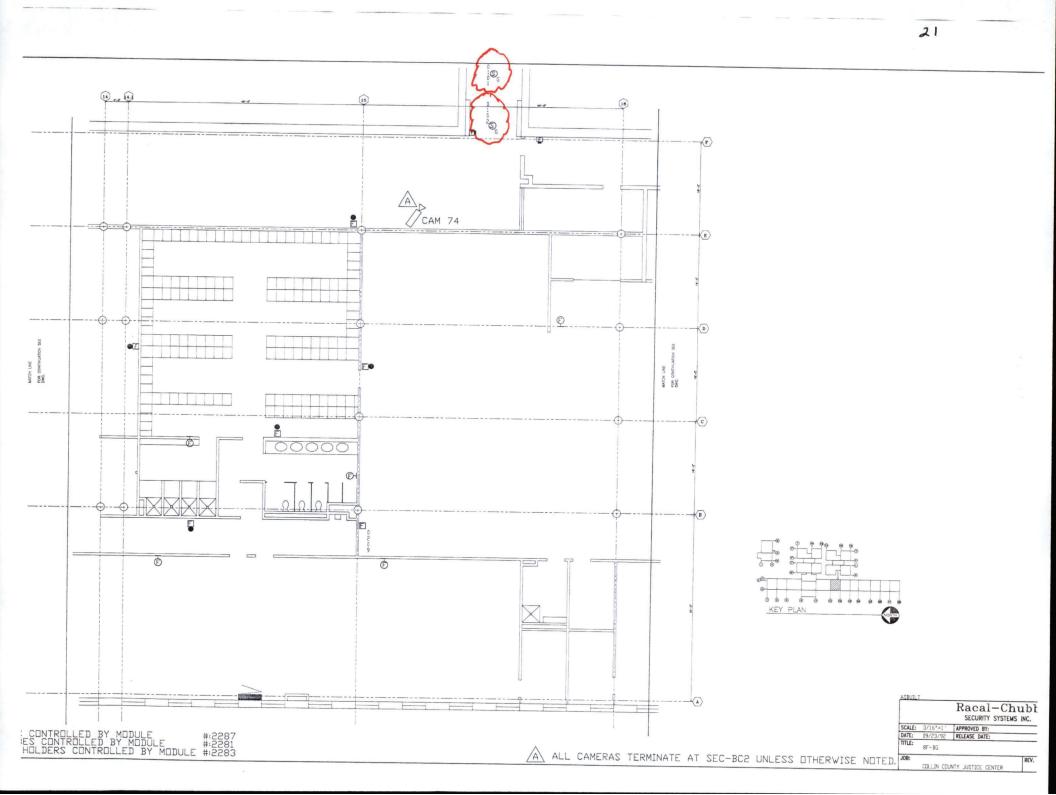
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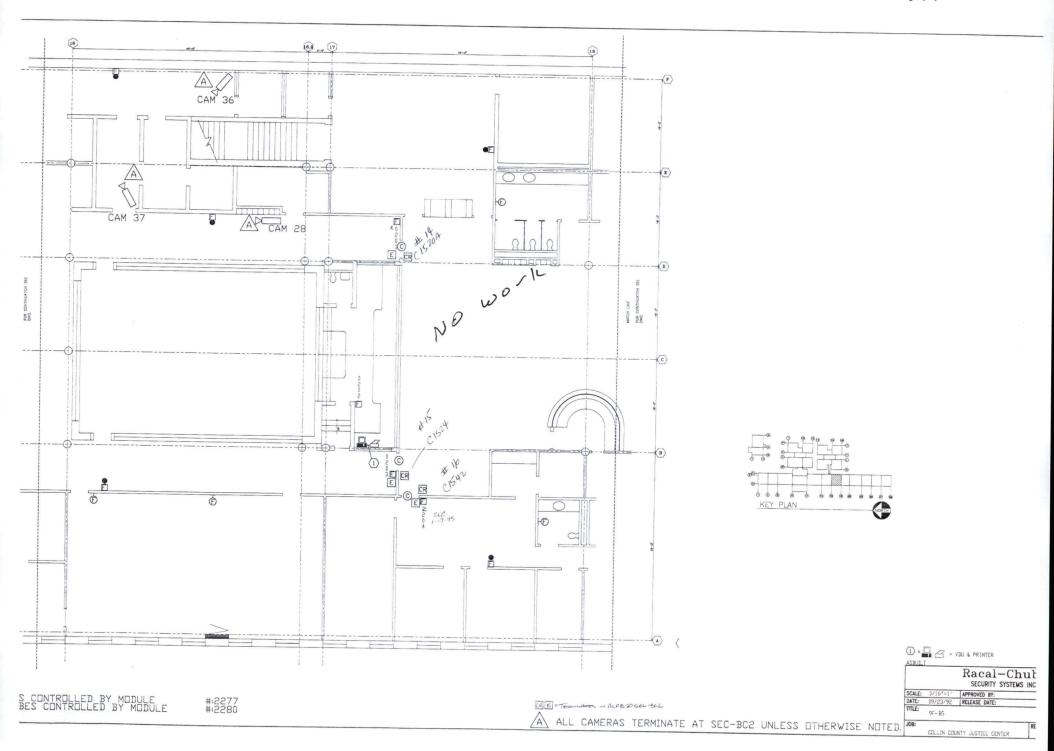
6F-BG

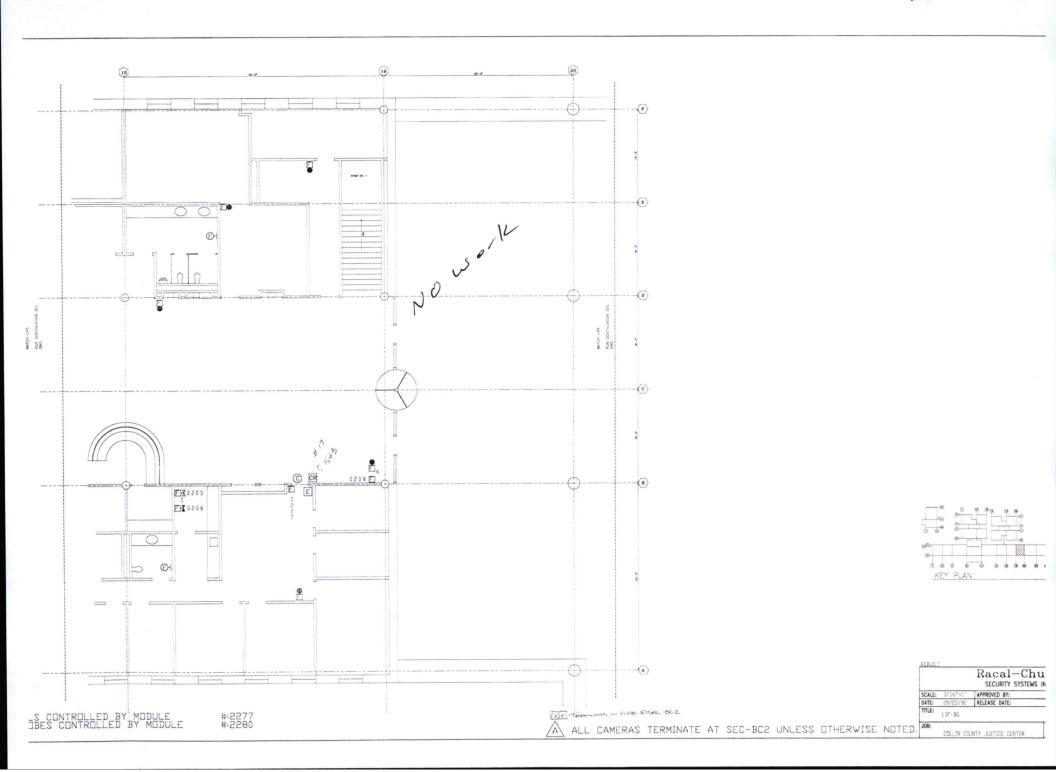
ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED. JOB

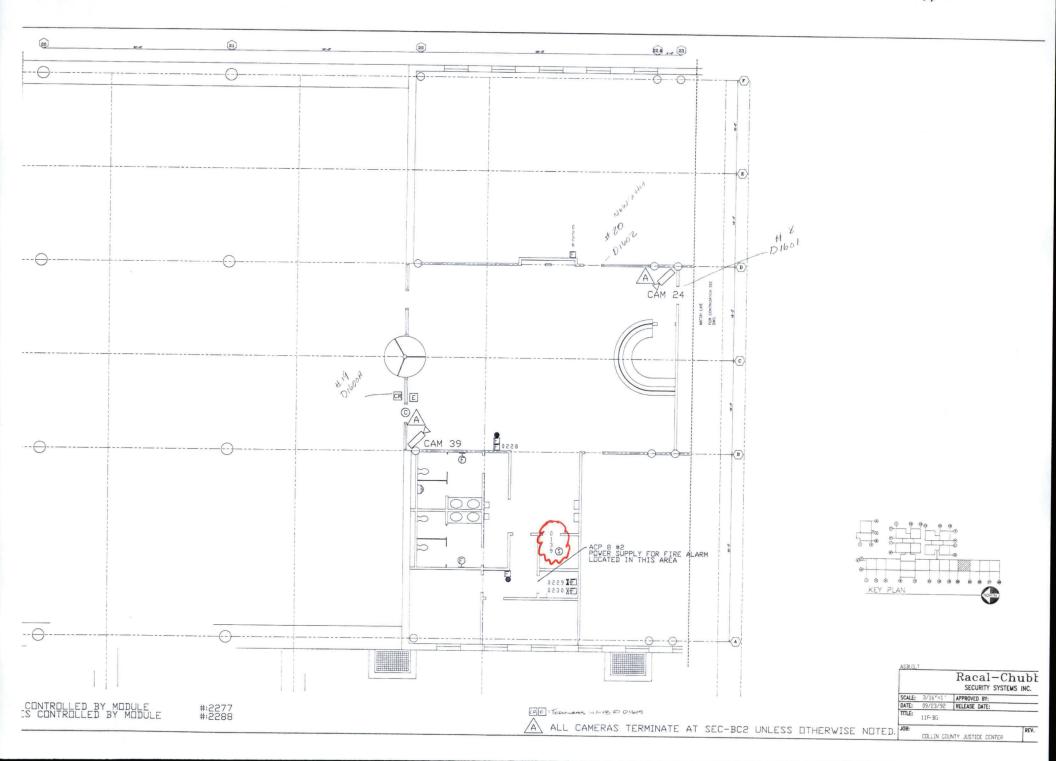


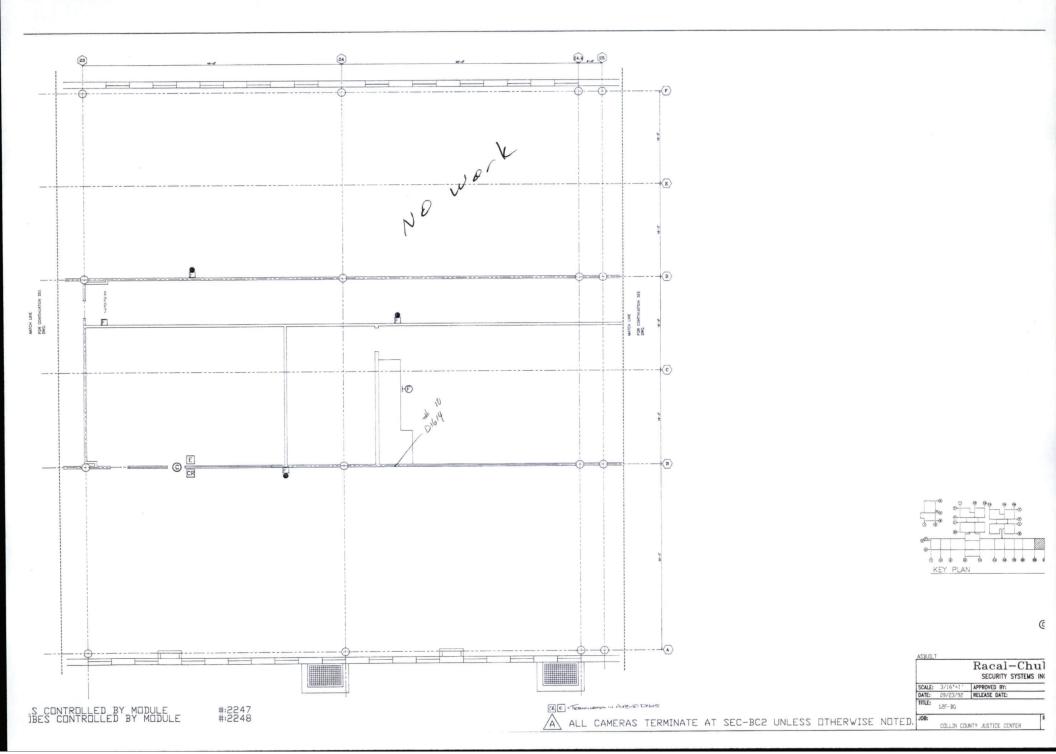




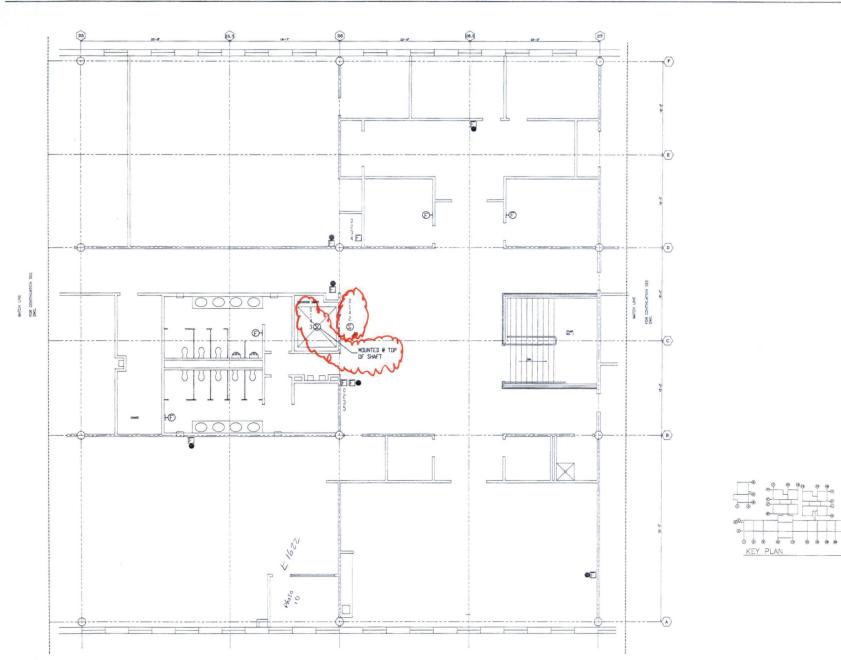






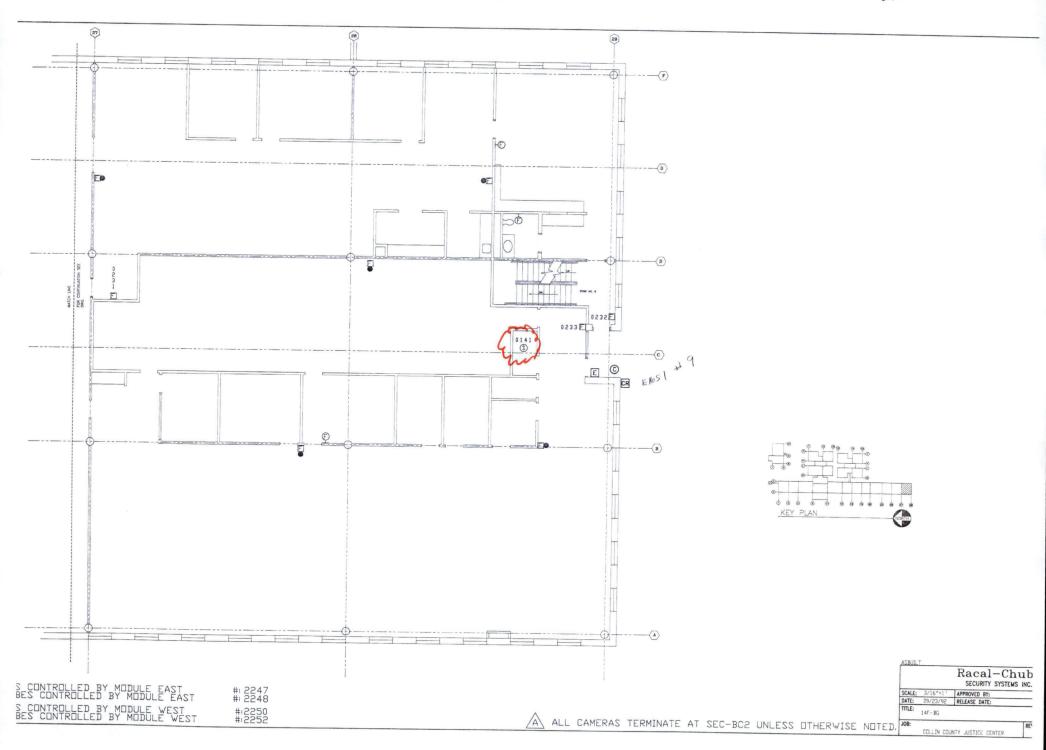


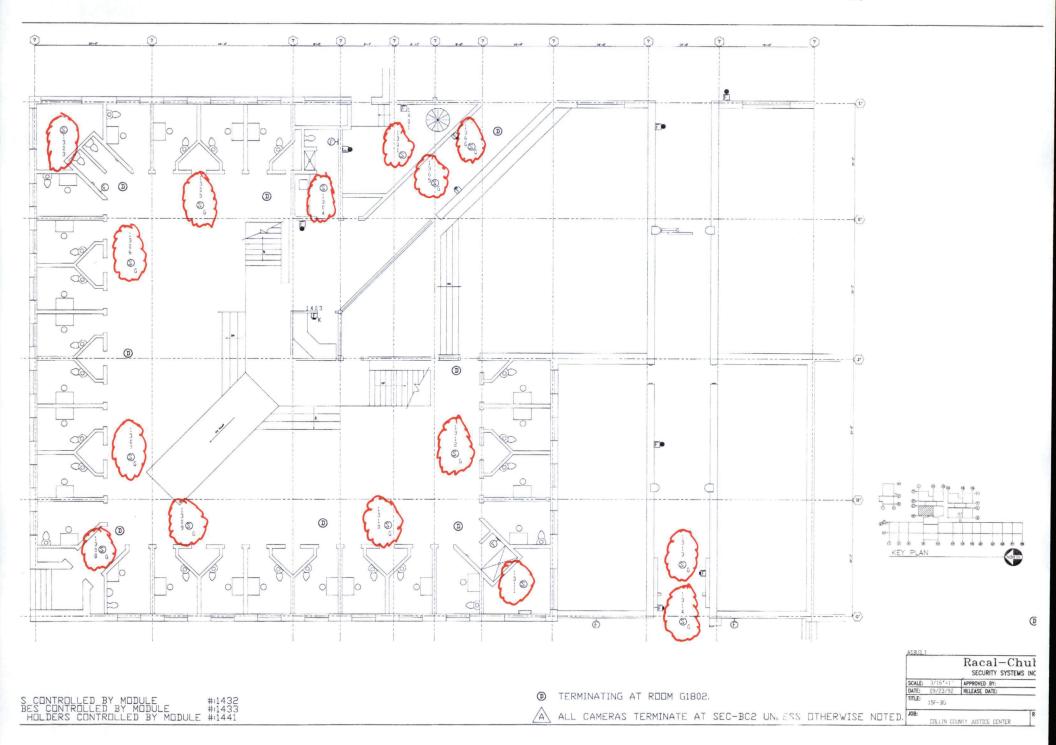
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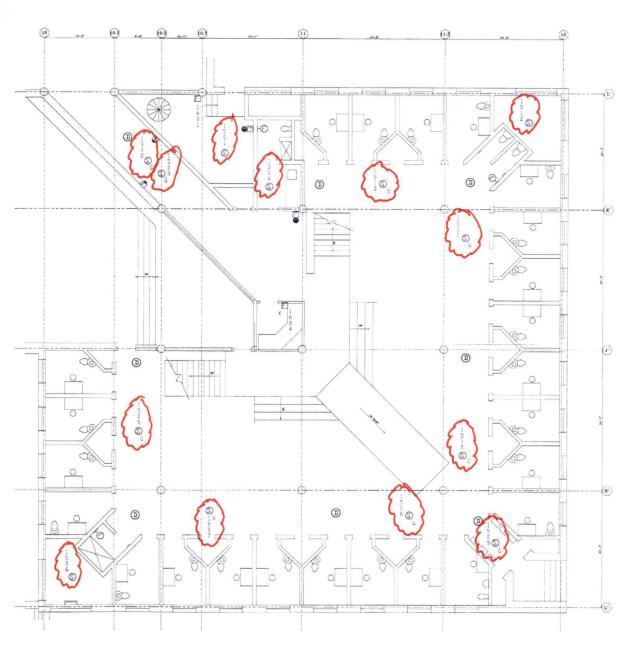


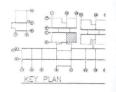
Racal-Chub SECURITY SYSTEMS INC. 13F-BG

ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED.







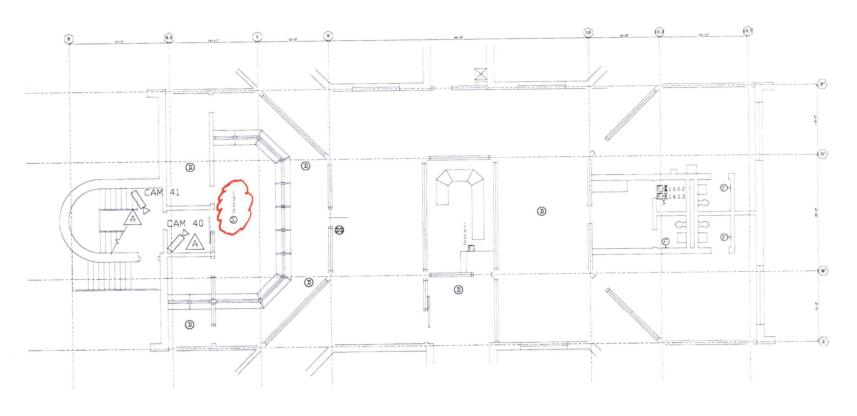


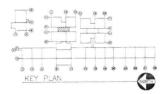
ASBUILT Racal—Chub
SCALE: 3/16'-1' APPROVED BY:
DATE: 09/23/92 RELEASE DATE:
TITLE: 16F-BG

COLLIN COUNTY JUSTICE CENTER

TERMINAT:ES AT: G1602

ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED. 108:



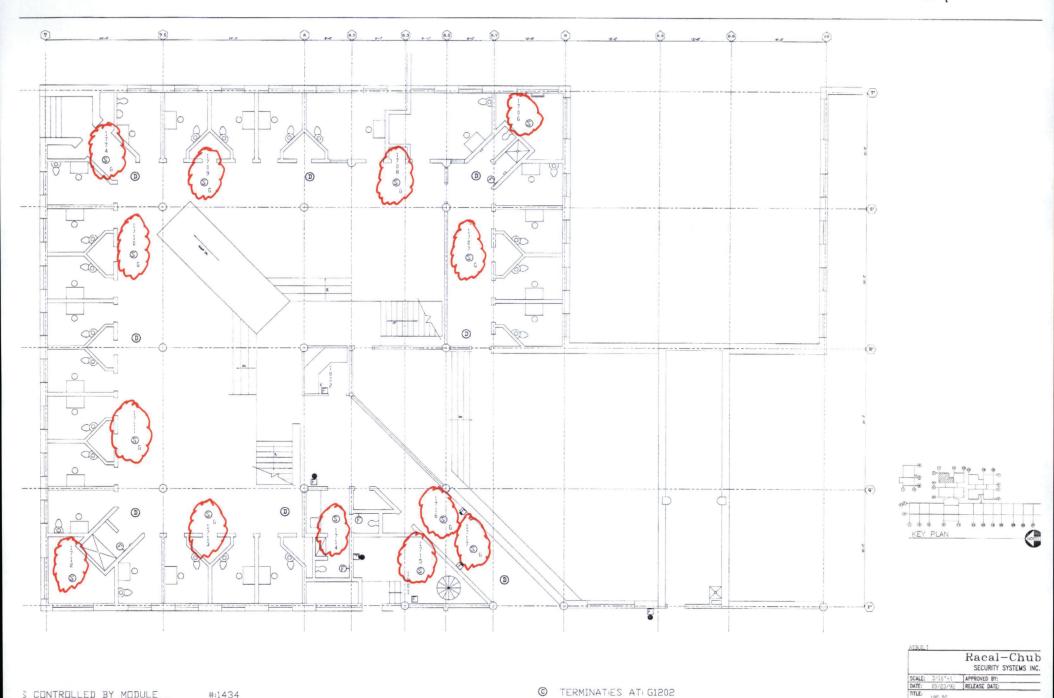


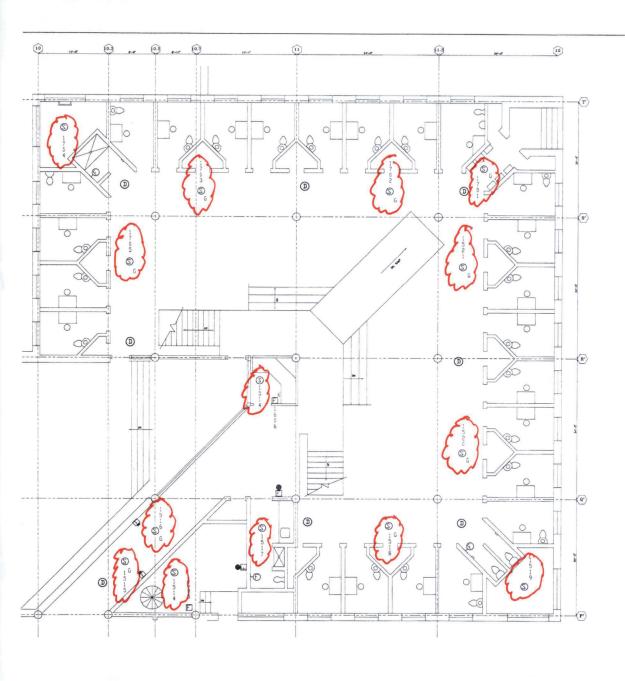
TERMINATIES AT: G1802

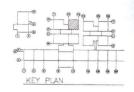
JULE #:1443 IDDULE #:1444

18F-BG

A ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED, 108:





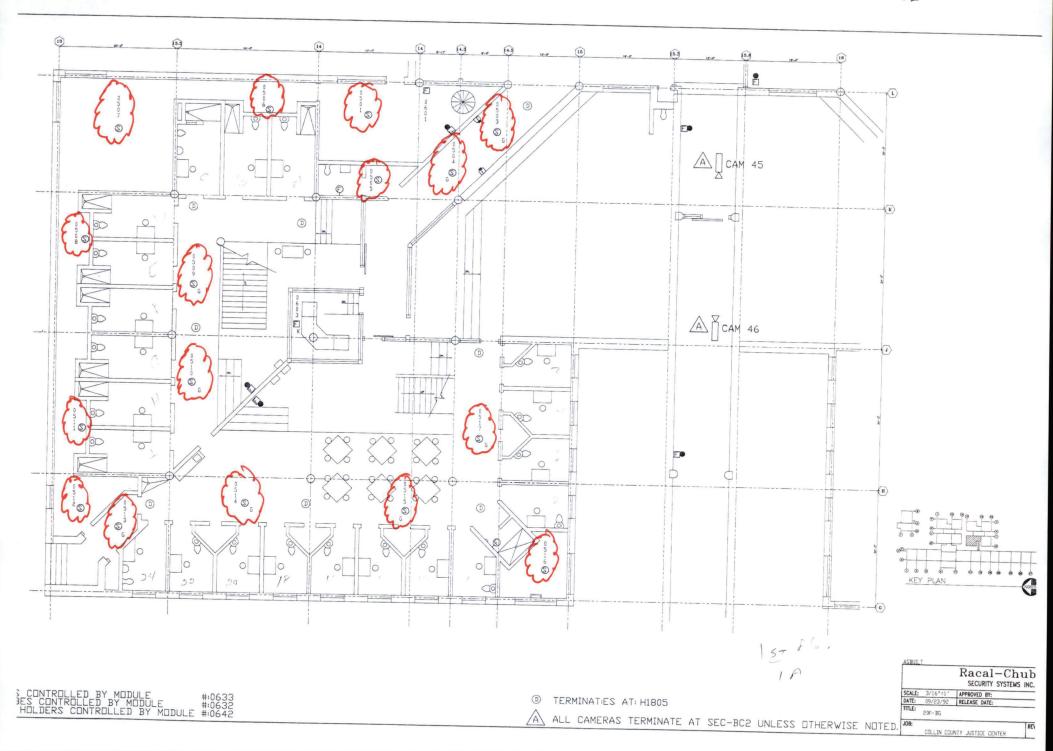


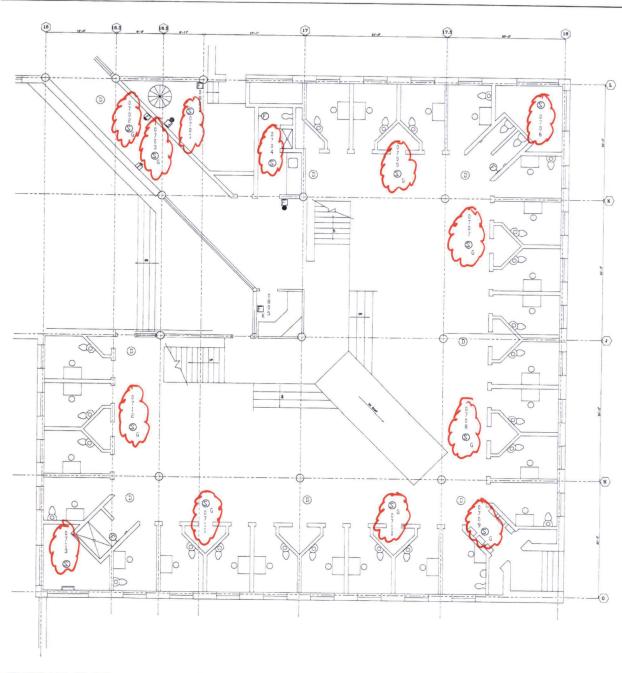
	LED BY MODU		E	#:143
HOLDERS	CONTROLLED	BY	MODULE	#:1441

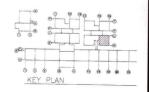
■ TERMINATIES AT: G1402

ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED, 108:

	Racal-Chul		
SCALE:	3/16'=1'	APPROVED BY:	
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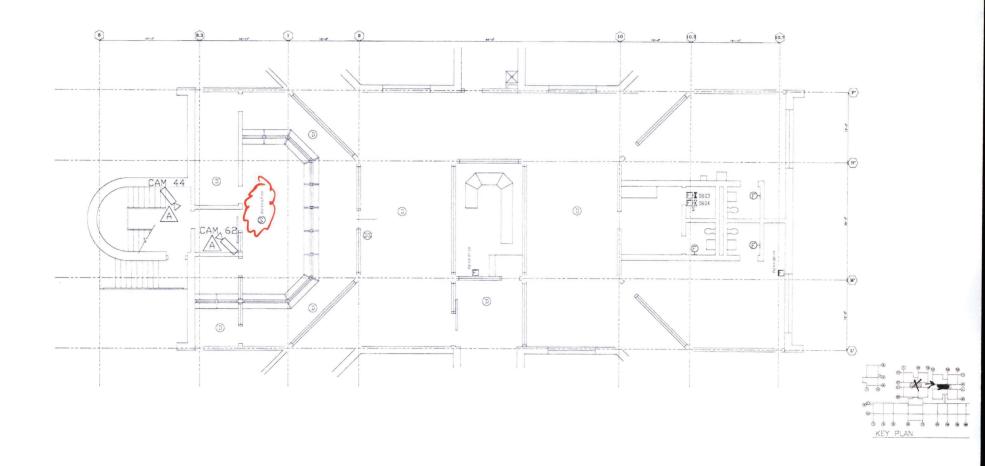




D TERMINATIES AT: H1602

ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED. 308:

		Racal-Chubl SECURITY SYSTEMS INC.
SCALE:	3/16'=1'	APPROVED BY:
DATE:	09/23/92	RELEASE DATE:

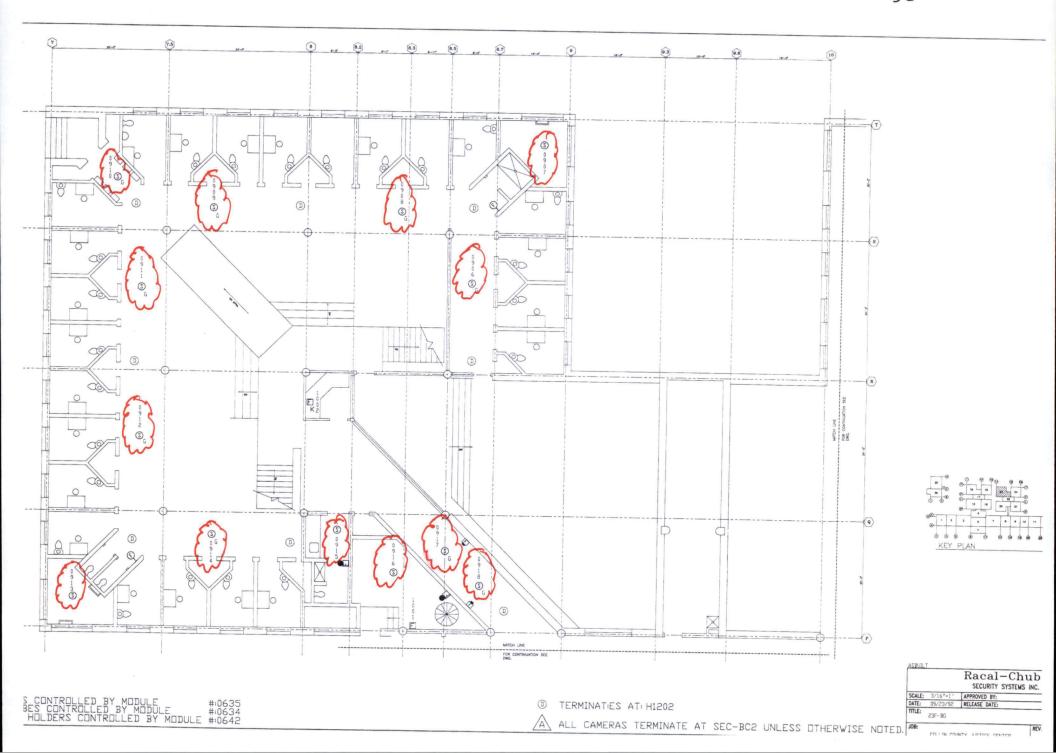


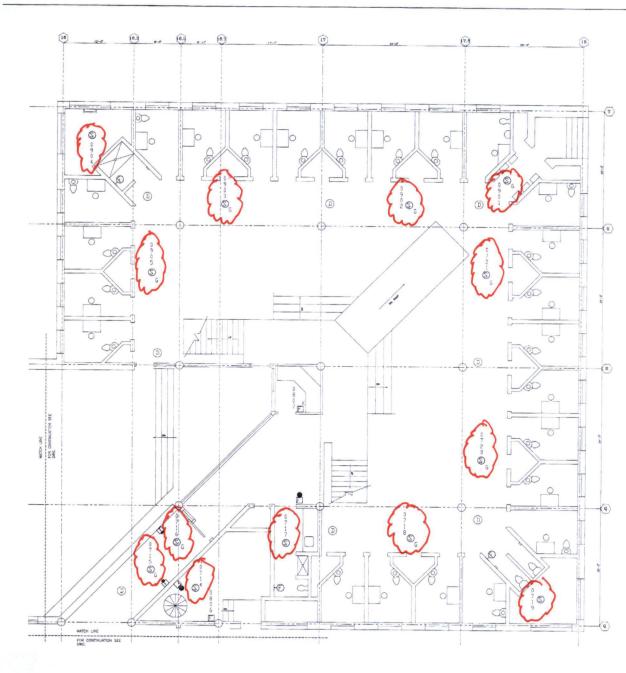
Racal-Chub' SCOURTY SYSTEMS INC.

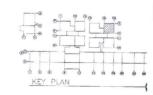
SCALE: 3/16'=1' APPROVED BY:
DATE: 99/23/92 RELEASE DATE:
TITLE:
225'-BG

D TERMINATIES AT: 1805

ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED.





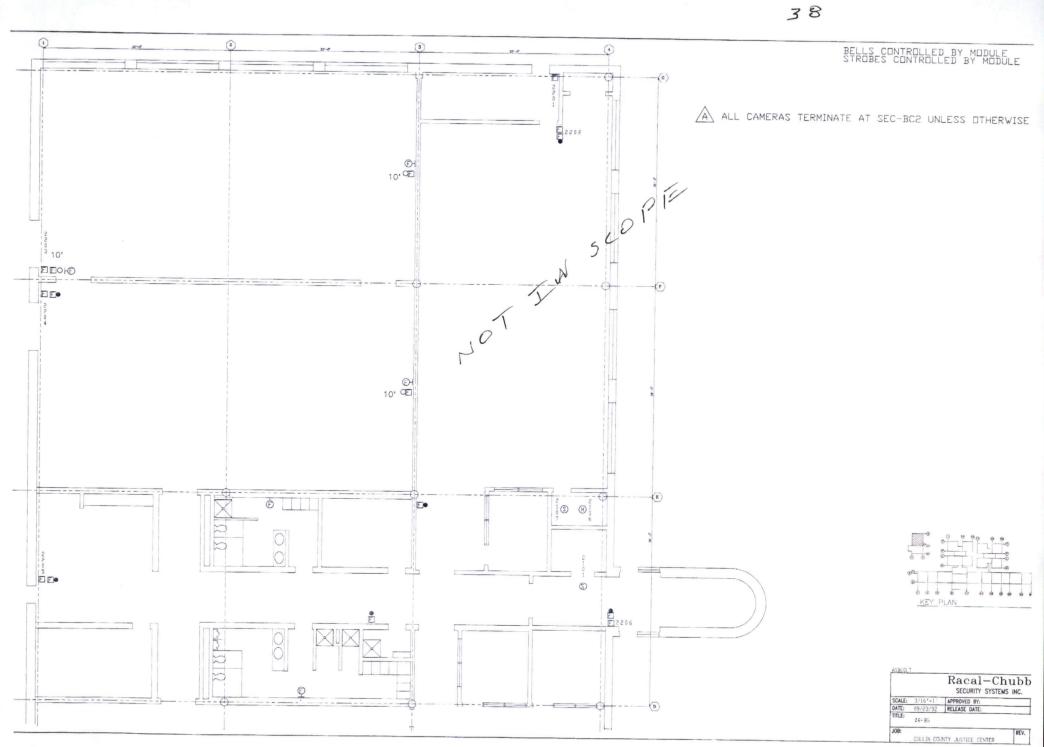


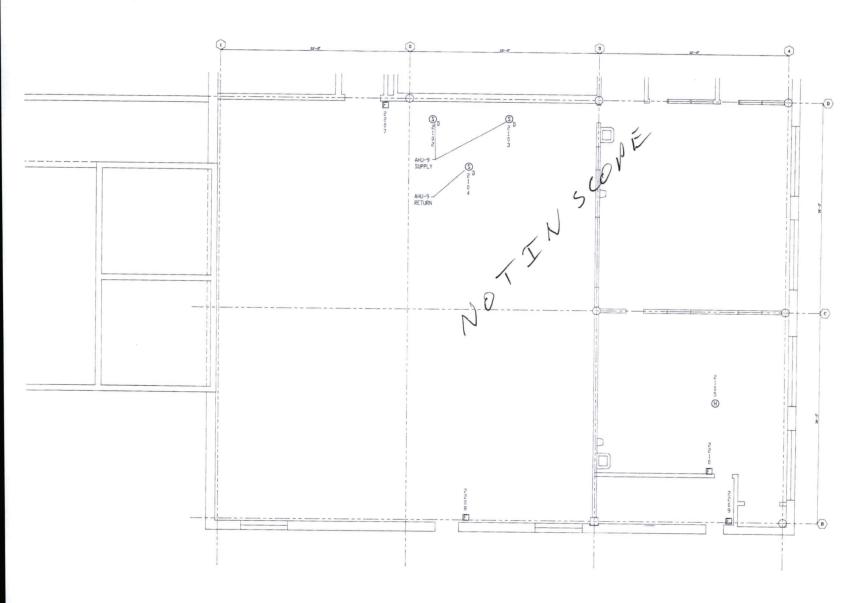
CONTROLLED BY MODULE #:063' BES CONTROLLED BY MODULE #:063' HOLDERS CONTROLLED BY MODULE #:064'

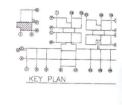
D TERMINATIES AT: H1402

ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED.

	Racal-Chub
SCALE: 3/16'=1'	APPROVED BY:
DATE: 09/23/92	RELEASE DATE:
TITLE: 24F-BG	
JOB:	REY







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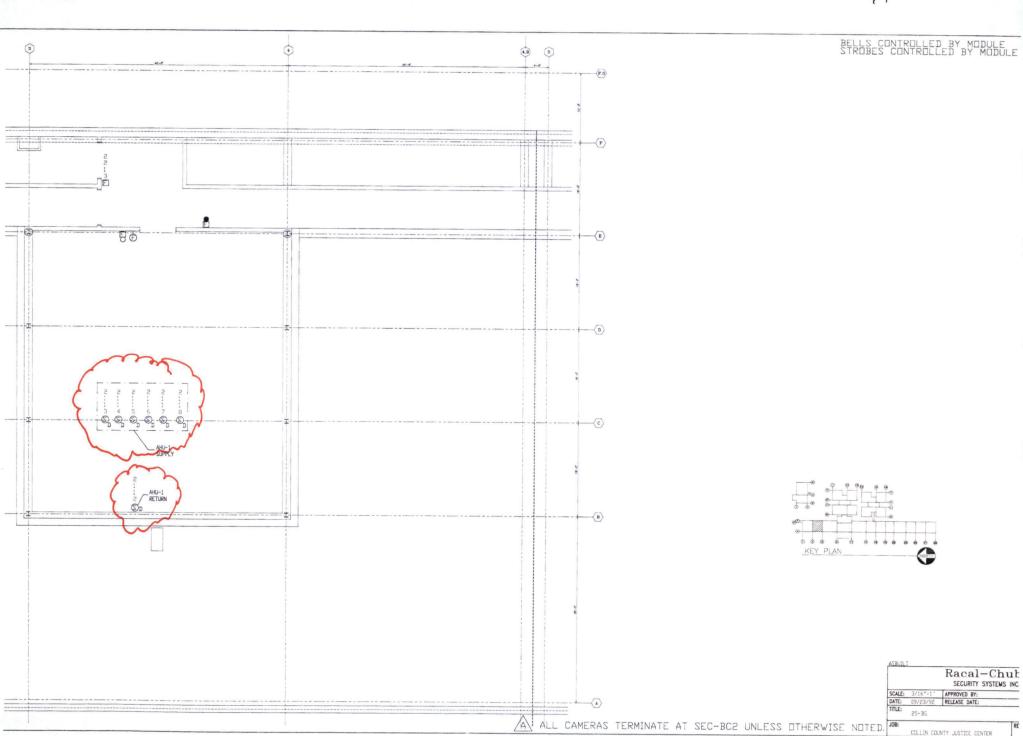
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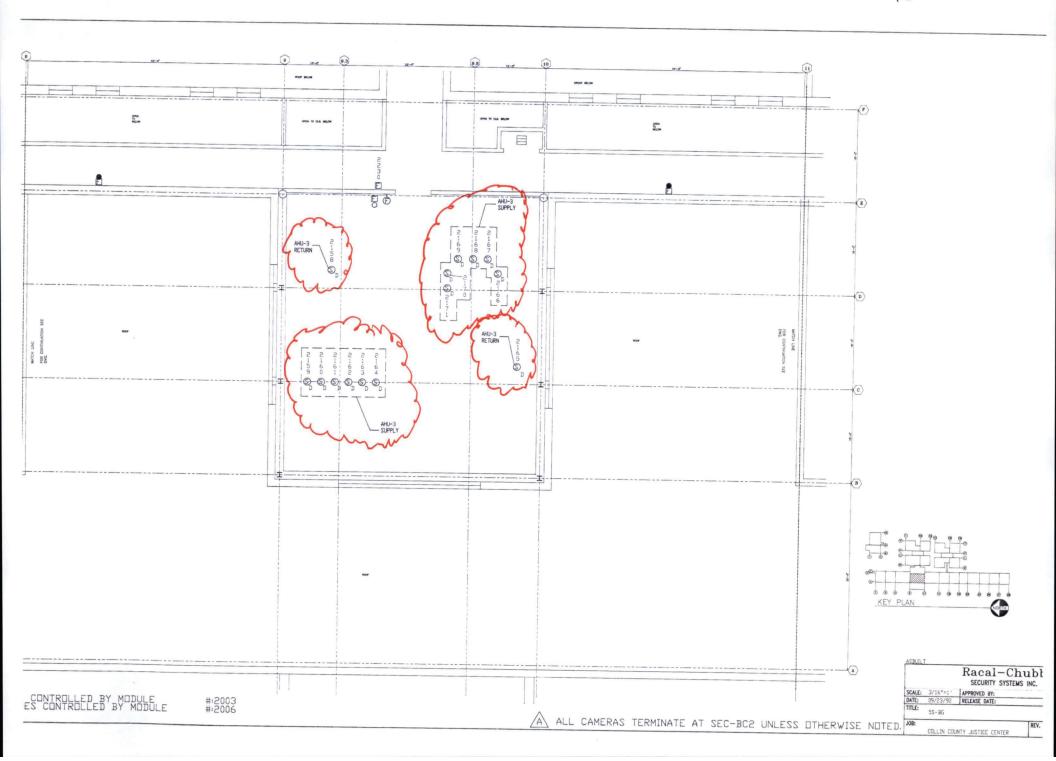
ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED. JOB!

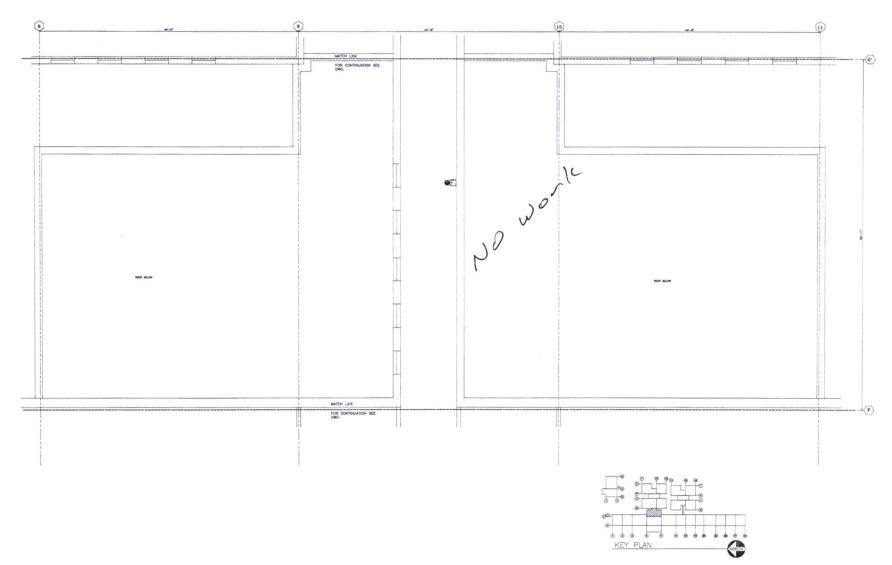
Racal-Chubl
SCALE: 3/16'=1' APPROVED BY:
DATE: 09/23/92 RELEASE DATE:
TITLE: 26F-BG

COLLIN COUNTY JUSTICE CENTER

REV.



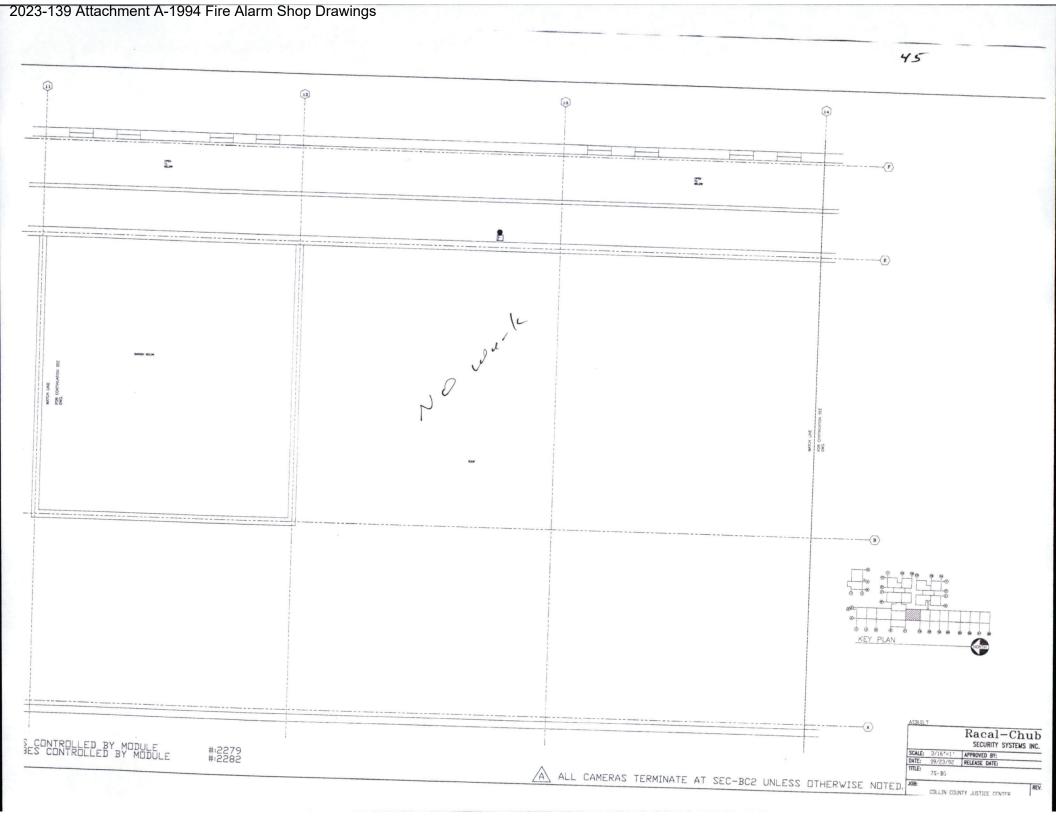


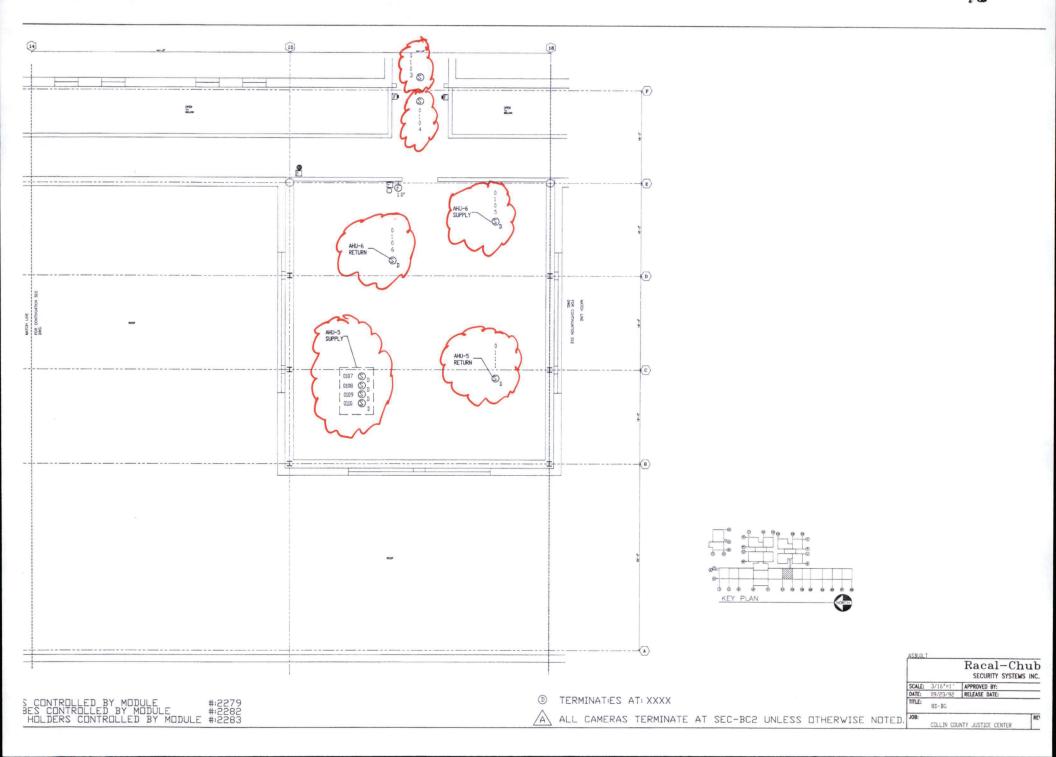


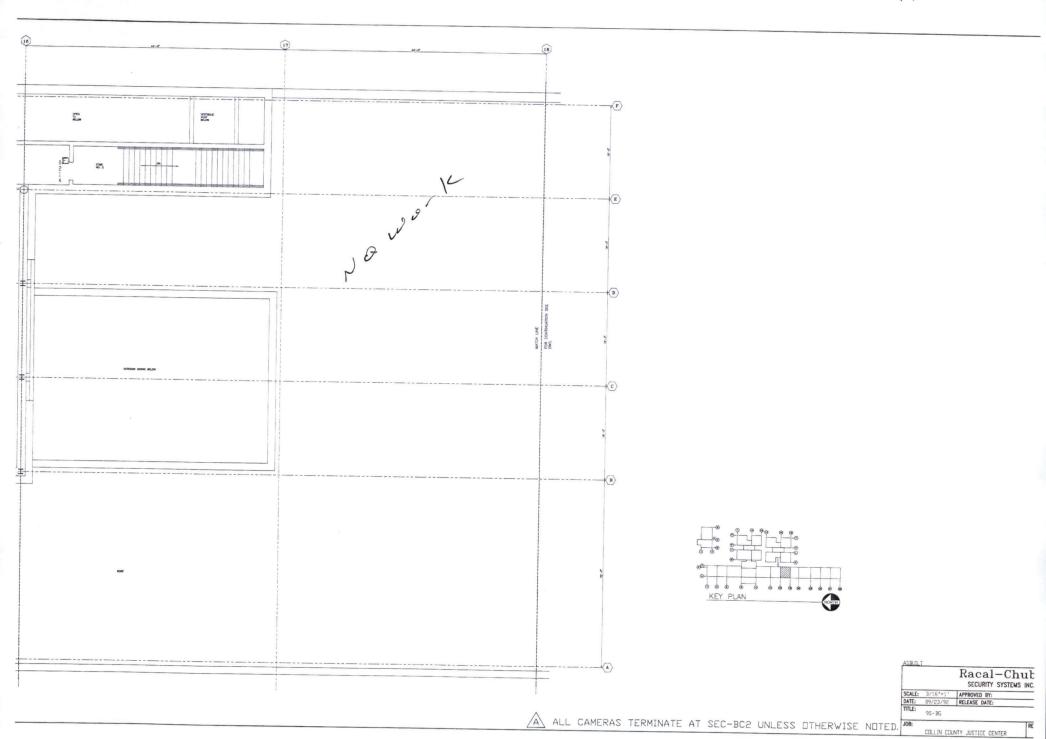
S CONTROLLED BY MODULE BES CONTROLLED BY MODULE #:2003

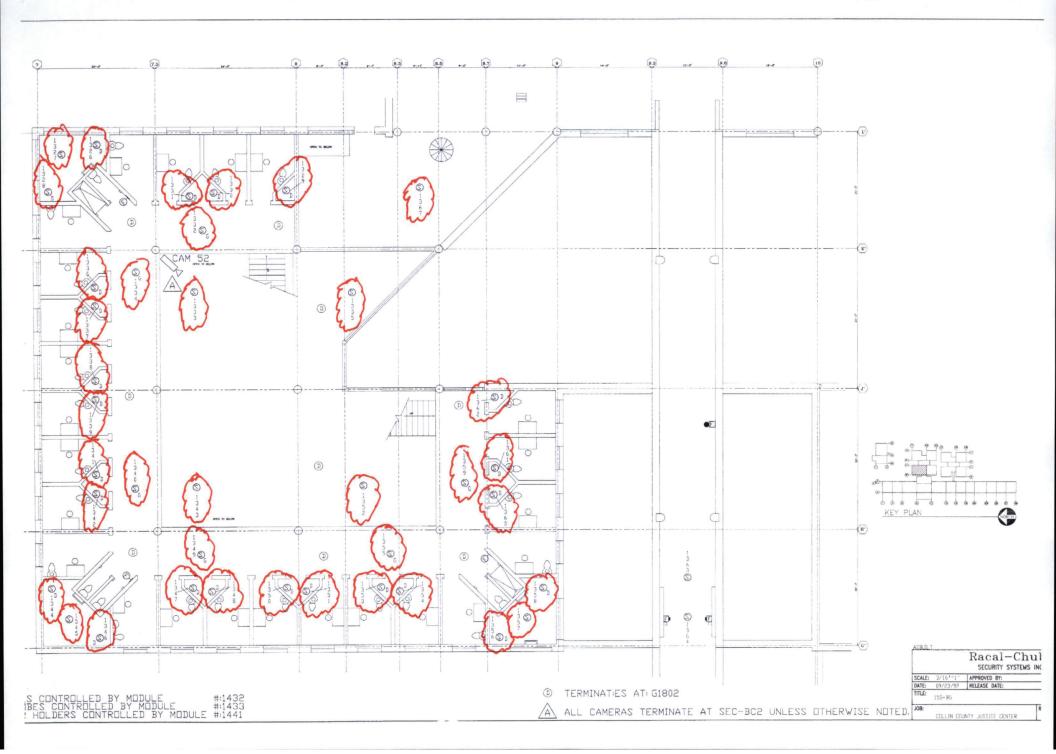
ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED

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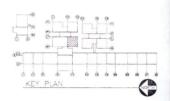












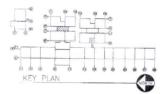
TERMINATIES AT: G1602

ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED, JOBE

CONTROLLED BY MODULE SES CONTROLLED BY MODULE

#:1438





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#:1443 #:1444

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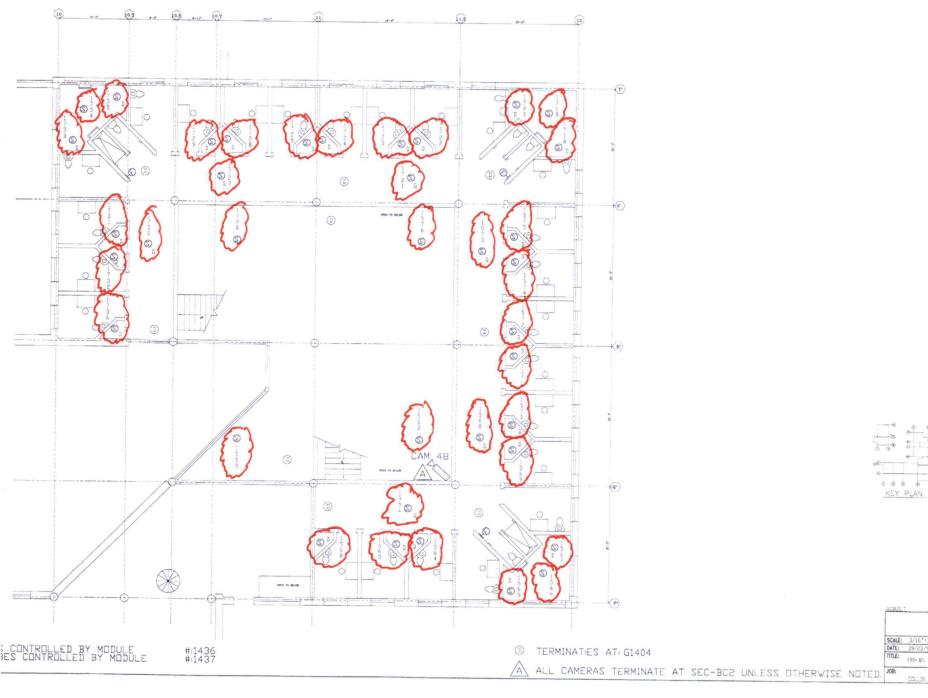
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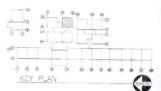
Racal—Chub
SECURITY SYSTEMS INC.

SCALE: 3/16'=1' APPROVED BY:
DATE: 09/23/92 RELEASE DATE:
TITLE:
175-BG

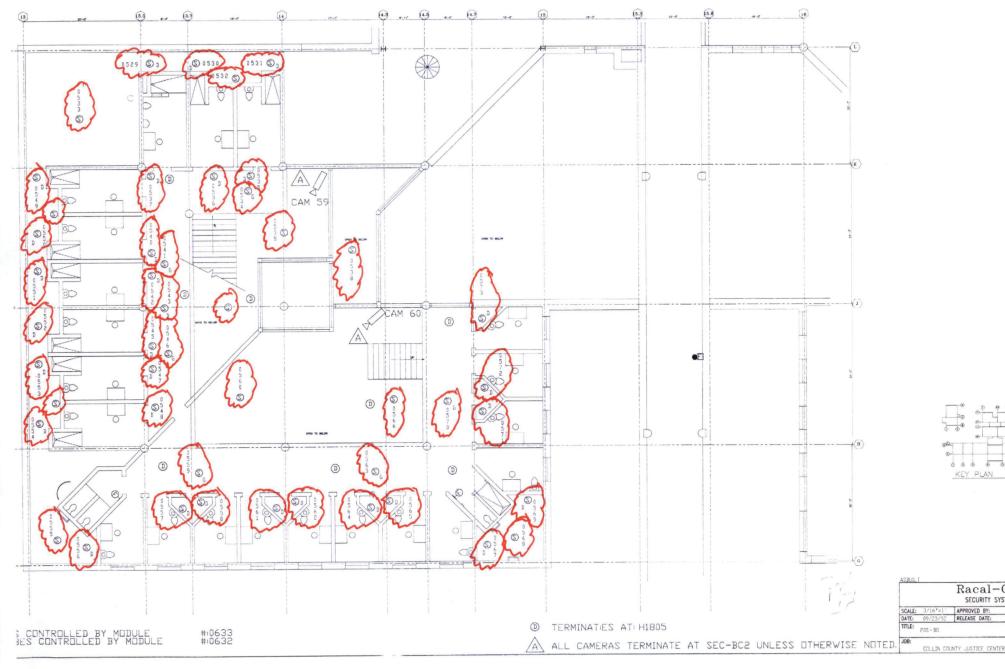
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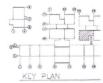






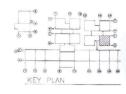
		Racal-Chub
SCALE:	3/16'=1'	APPROVED BY:
DATE:	09/23/92	RELEASE DATE:
TITLE:	195-BG	
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Racal-Chub SECURITY SYSTEMS INC. APPROVED BY:





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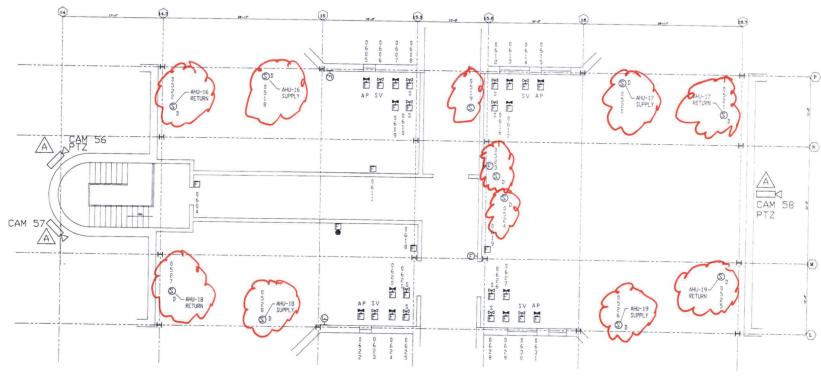
#:0639 #:0638 TERMINATIES AT: H1806

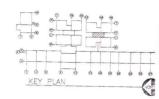
ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED. 108:

SEQUILT Racal—Chub SECURITY SYSTEMS INC.

SCALE: 3/16'-1' APPROVED BY:
DATE: 09/23/92 RELEASE DATE:
TITLE: 266-BG

COLLIN COUNTY JUSTICE CENTER

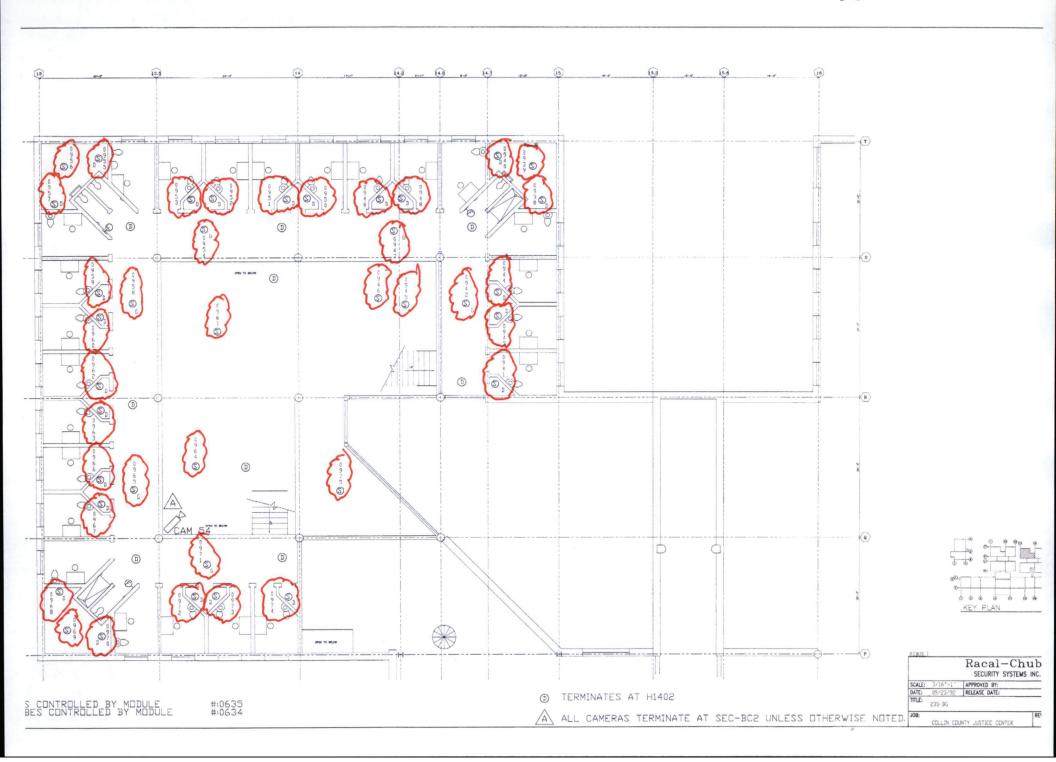




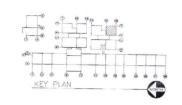
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		Racal-Ch SECURITY SYSTEM)
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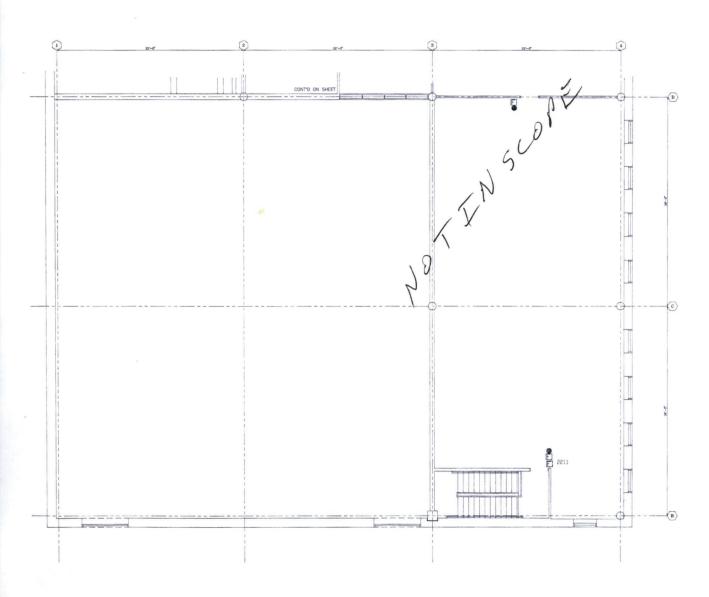


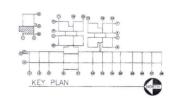


Racal-Chub SECURITY SYSTEMS INC. SCALE: 3/16'=1
DATE: 09/23/9
TITLE: 24S-BG

D TERMINATIES AT: H1402

ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED. JOB





S CONTROLLED BY MODULE IBES CONTROLLED BY MODULE

#:0240 #:0241

ALL CAMERAS TERMINATE AT SEC-BC2 UNLESS OTHERWISE NOTED.

Racal—Chub
SECURITY SYSTEMS INC.
SCALE: 3/16'=1' APPROVID 81:
DATE: 09/23/92 RELEASE DATE:
TITLE: 26S-BG



Intelligent Heat Detectors SIGA-HRD, SIGA-HFD







Overview

The Signature Series smoke detectors bring advanced sensing technology to a practical design that increases efficiency, saves installation time, cuts costs, and extends property protection capabilities. Continuous self-diagnostics ensures reliability over the long-haul, while the latest thermister technology makes these detectors ideal wherever dependable heat detection is required.

The SIGA-HRD is an intelligent fixed temperature/rate-of-rise fire detector. It monitors the temperature of the surrounding air and analyzes the data from the sensor to determine whether to initiate an alarm. The rate-of-rise heat function quickly detects a fast, flaming fire. The fixed-temperature heat function detects fire when the air temperature near the detector exceeds the alarm point.

The SIGA-HFD is an intelligent fixed-temperature heat detector that contains a fixed-temperature heat sensor rated at 135 °F (57.2 °C). It does not have a rate-of-rise function. The heat sensor monitors the temperature of the air in its surroundings and the detector analyzes the data to determine when the air temperature near the detector exceeds the device's alarm point.

Standard Features

Note: Some features described here may not be supported by all control systems. Check your control panel's Installation and Operation Guide for details.

- Next Generation Heat Sensing Technology
- 135 °F (57 °C) fixed temperature alarm point (HRD and HFD)
- 15 °F (9 °C) per minute rate-of-rise alarm point (HRD)
- Uses existing wiring
- Automatic device mapping
- Sensor Markings Provide Easy Testing Identification
- Up To 250 Total Signature Devices Per Loop
- Non-volatile memory
- · Electronic addressing
- · Bicolor (green/red) status LED
- · Standard, relay, fault isolator, and audible mounting bases
- 50 foot (15.2 meter) spacing

DATA SHEET E85001-0647
Not to be used for installation purposes. Issue 2.2

Application

The SIGA-HRD combination fixed temperature/rate-of-rise heat detector provides a 15 °F (9 °C) per minute rate-of-rise heat sensor for the detection of fast-developing fires, as well as a 135°F (57°C) fixed temperature sensor for slow building-fires. The SIGA-HFD fixed temperature detector provides a 135°F (57°C) fixed temperature sensor for slow building-fires.

Compatibility

Signature Series heat detectors are compatible only with the Signature Loop Controller.

Installation

Signature Series detectors mount to North American 1-gang boxes, 3-1/2 inch or 4 inch octagon boxes, and to 4 inch square electrical boxes 1-1/2 inches (38 mm) deep. They mount to European BESA and 1-gang boxes with 60.3 mm fixing centers. See mounting base installation and wiring for more information.



Sensing and reporting technology

The microprocessor in each detector provides additional benefits -Self-diagnostics and History Log, Automatic Device Mapping, and Fast, Stable Communication.

Self-diagnostics and History Log - Each Signature Series detector constantly runs self-checks to provide important maintenance information. The results of the self-check are automatically updated and permanently stored in the detector's non-volatile

Automatic Device Mapping - The loop controller learns where each device's serial number address is installed relative to other devices on the circuit. The mapping feature provides supervision of each device's installed location to prevent a detector from being reinstalled (after cleaning etc.) in a different location from where it was originally.

Fast Stable Communication - On-board intelligence means less information needs to be sent between the detector and the loop controller. Other than regular supervisory polling response, the detector only needs to communicate with the loop controller when it has something new to report.

Accessories

Detector mounting bases have wiring terminals that are accessible from the "room-side" after mounting the base to the electrical box. The bases mount to North American 1-gang boxes and to 3½ inch or 4 inch octagon boxes, 1½ inches (38 mm) deep. They also mount to European BESA and 1-gang boxes with 60.3 mm fixing centers. The SIGA-SB4, SIGA-RB4, and SIGA-IB4 mount to North American 4 inch sq. electrical boxes in addition to the above boxes. They include the SIGA-TS4 Trim Skirt, which is used to cover the "mounting ears" on the base. The SIGA-AB4G mounts to a 4 inch square box only.











SIGA-AB4G/T/LF

SIGA-SB

SIGA-IB

SIGA-RB

SIGA-LED

Remote LED SIGA-LED - The remote LED connects to the SIGA-SB or SIGA-SB4 Standard Base only. It features a North American size 1-gang plastic faceplate with a white finish and red alarm LED.

SIGA-TS4 Trim Skirt - Supplied with 4 inch bases, it can also be ordered separately to use with the other bases to help hide surface imperfections not covered by the smaller bases.

Sounder Bases - Signature Series sounder bases are designed for use where localized or group alarm signaling is required.

- SIGA-AB4G bases provide sounder capability to Signature Series to heat and smoke detectors. They are not intended for use with combination carbon monoxide detectors in Fireplus-CO mode.
- SIGA-AB4GT bases provide sounder capability to Signature Series smoke and heat detectors, as well as carbon monoxide detectors when used with a SIGA-TCDR Temporal Pattern Generator.
- SIGA-AB4G-LF bases provide 520 Hz low frequency sounder capability to Signature Series smoke and heat detectors, as well as carbon monoxide detectors when used with a SIGA-TCDR Temporal Pattern Generator. The SIGA-AB4G-LF is suitable for applications requiring low frequency audible tones

Warnings & Cautions

- This detector does not operate without electrical power. As fires frequently cause power interruption, discuss further safeguards with the local fire protection specialist.
- This detector does not sense fires in areas where heat cannot reach the detector. Heat from fires in walls, roofs, or on the opposite side of closed doors may not reach the detector.
- This heat detector by itself does not provide life safety protection Use this detector with ionization and/or photoelectric smoke detectors.
- This detector does not detect oxygen levels, smoke, toxic gases, or flames. Use this device as part of a broad-based life safety program which includes a variety of information sources pertaining to heat and smoke levels, extinguishment systems, visual and audible devices, and other safety mea-
- Independent studies indicate that heat detectors should only be used when property protection alone is involved. Never rely on heat detectors as the sole means of fire protection.

Typical Wiring

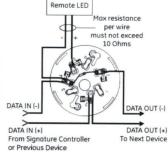
The detector mounting bases accept #18 AWG (0.75mm²), #16 (1.0mm²), #14 AWG (1.5mm²), and #12 AWG (2.5mm²) wire sizes. Sizes #16 AWG (1.0mm²) and #18 AWG (0.75mm²) are preferred for ease of installation.

Standard Detector Base, SIGA-SB, SIGA-SB4

This is the basic mounting base for EDWARDS Signature Series detectors. The SIGA-LED Remote LED is supported by this Base.

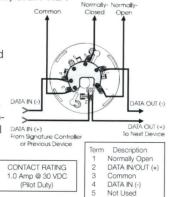
other side of the loop controller.





Relay Detector Base, SIGA-RB, SIGA-RB4

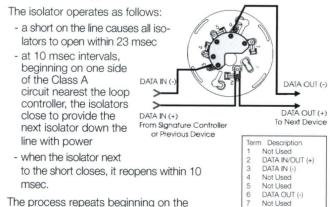
This base includes a relay. Normally Open or Normally Closed operation is selected during installation. The dry contact is rated for 1 amp (pilot duty) @ 30 Vdc. The relay's position is supervised to avoid accidentally jarring it out of position. The SIGA-RB can be operated as a control relay if programmed to do so at the control panel. The relay base does not support the SIGA-LED Remote LED.



Normally-Close DATA OUT (-)

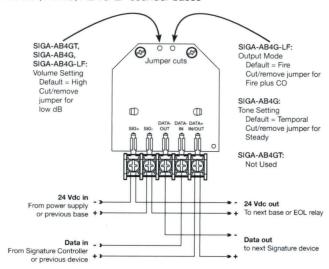
Isolator Detector Base, SIGA-IB, SIGA-IB4

This base includes a built-in line fault isolator for use on Class A circuits. A detector must be installed for it to operate. The isolator base does not support the SIGA-LED Remote LED.



Audible Sounder Bases, Fire Mode

AB4GT, AB4G, AB4G-LF sounder bases





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Dimensions







Specifications

	SIGA- HRD	SIGA-HFD	
Operating voltage	15.20 to 19.95 VDC		
Normal operating current	32 µA		
Alarm current	32 µA		
Vibration level	10 to 35 Hz, with an	amplitude of 0.01 in.	
Rate-of-rise rating	15°F/min (8°C/min)	NA	
Fixed temperature rating	135°F (57.2°C). Actual alarm point 129 to 141°F (53.9 to 60.6°C).		
Maximum spacing	50 ft. (15.2 m) centers		
Compatible bases	See Orderin	ig Information	
Compatible detector testers	Testifire 1000, Testifire 2000	Testifire 2000	
Operating environment	32 to 100°F (0 to 38°C), 0 to 93% RH, noncondensing		
Construction	High Impact Engineering Polymer, White		
Storage temperature	-4 to 140°F (-20 to 60°C)		
Agency Listings	CAN/ULC-S530, UL 521	CAN/ULC-S530-M91, UL 521	

Ordering Information

Catalog Number	Description	Ship Wt. Ibs (kg)
SIGA-HRD	Intelligent fixed temperature/Rate-of-rise heat detector	0.4 (0.40)
SIGA-HFD	Intelligent fixed temperature heat detector	0.4 (0.16)

Compatible Base	s	
SIGA-SB	Detector Mounting Base - Standard	
SIGA-SB4	4-inch Detector Mounting Base c/w Trim Skirt	
SIGA-RB	Detector Mounting Base w/Relay	0.0 (.00)
SIGA-RB4	4-inch Detector Mounting Base w/Relay, c/w Trim Skirt	0.2 (.09)
SIGA-IB	Detector Mounting Base w/Fault Isolator	
SIGA-IB4	4-inch Detector Mounting Base w/ Fault Isolator, c/w Trim Skirt	
SIGA-AB4G	Audible (Sounder) Base for Fire Detectors	
SIGA-AB4G-LF	Low Frequency Audible (Sounder) Base for CO and Fire Detectors	0.3 (0.15)
SIGA-AB4GT	Audible (Sounder) Base for CO and Fire Detectors	
SIGA-LED	Remote Alarm LED (not for EN54 applications)	
SIGA-TS4	Trim Skirt (supplied with 4-inch bases)	0.1 (0.04)
SIGA-TS	Trim Skirt (optional for non 4-inch bases)	0.1 (0.04)
SIGA-RTA	Detector Removal Tool	



Intelligent Initiating Devices

LIFE SAFETY & INCIDENT MANAGEMENT

Intelligent Smoke Detector



Overview

The Signature Optica Series SIGA-OSD smoke detector brings advanced optical (photoelectric) technology to a practical design that increases efficiency, saves installation time, cuts costs, and extends life safety and property protection capabilities. Continuous self-diagnostics ensure reliability over the long-haul, while environmental compensation helps reduce maintenance costs.

Like all Signature Optica Series detectors, the SIGA-OSD is an intelligent device that gathers analog information from multiple optical sensors, converting this data into digital signals. Utilizing dual optical wavelengths combined with multiple detection angles, the SIGA-OSD differentiates particles that are not representative of actual smoke. Particle data is input into digital filters which feed a series of ratios removing signal patterns that are typical of nuisance sources, thus reducing unwanted alarms. To make an alarm decision, the detector's on-board microprocessor measures and analyzes all optical sensor readings and compares this information to preprogrammed settings.

Standard Features

- Multi-criteria optical smoke sensing technology
- Wide 0.5 to 4.36 %/ft. (1.6 to 13.6 %/m) smoke obscuration
- Uses Existing Wiring
- Integrated nuisance rejection reducing unwanted alarms from general cooking particulates
- · Listed to UL 268 7th edition
- · Automatic Device Mapping
- Up To 250 Total Signature Addresses Per Loop
- Two Levels of Environmental Compensation
- Two Levels of Dirty Detector Warning
- Twenty Pre-Alarm Settings
- · Five Sensitivity Settings
- Non-Volatile Memory
- Electronic Addressing
- Automatic Day/Night Sensitivity Adjustment
- Bicolor (Green/Red) Status LED
- Standard, Relay, Fault Isolator, and Audible Mounting Bases
- Sensor Markings Provide Easy Testing Identification

Note: Some features described here may not be supported by all control systems. Check your control panel's Installation and Operation Guide for details.

DATA SHEET **E85001-1001**Not to be used for installation purposes. Issue 1.4

Application

The SIGA-OSD detects particles from a wide range of combustion sources and will trigger an alarm when smoke density in the chamber reaches preprogrammed level. Thanks to its high-performance reflective response technology, the smoke sensor responds quickly and reliably to a wide range of fire types, including both fast and slow burning fires fueled by combustibles typically found in modern multi-use buildings.

Compatibility

The SIGA-OSD detector is compatible only with control panels using a Signature Loop controller.

Installation

Signature Series detectors mount to North American 1-gang boxes, 3-1/2 inch or 4 inch octagon boxes, and to 4 inch square electrical boxes 1-1/2 inches (38 mm) deep. They mount to European BESA and 1-gang boxes with 60.3 mm fixing centers. See mounting base installation and wiring for more information.



Sensing and reporting technology

The microprocessor in each detector provides additional benefits – Self-diagnostics and History Log, Automatic Device Mapping, and Fast, Stable Communication.

Self-diagnostics and History Log - Each Signature Series detector constantly runs self-checks to provide important maintenance information. The results of the self-check are automatically updated and permanently stored in the detector's non-volatile memory

Automatic Device Mapping - The loop controller learns where each device's serial number address is installed relative to other devices on the circuit. The mapping feature provides supervision of each device's installed location to prevent a detector from being reinstalled (after cleaning, etc.) in a different location from where it was originally.

Fast Stable Communication - On-board intelligence means less information needs to be sent between the detector and the loop controller. Other than regular supervisory polling response, the detector only needs to communicate with the loop controller when it has something new to report.

Testing & Maintenance

Each detector automatically identifies when it is dirty or defective and causes a "dirty detector" message. The detector's sensitivity measurement can also be transmitted to the loop controller. A sensitivity report may be printed to satisfy NFPA sensitivity measurements, which must be conducted at the end of the first year and every two years thereafter.

The user-friendly maintenance program shows the current state of each detector and other pertinent messages. Single detectors may be turned off temporarily from the control panel. Availability of maintenance features is dependent on the fire alarm system used.

Accessories

Detector mounting bases have wiring terminals that are accessible from the "room-side" after mounting the base to the electrical box. The bases mount to North American 1-gang boxes and to 3½ inch or 4 inch octagon boxes, 1½ inches (38 mm) deep. They also mount to European BESA and 1-gang boxes with 60.3 mm fixing centers. The SIGA-SB4, SIGA-RB4, and SIGA-IB4 mount to North American 4 inch sq. electrical boxes in addition to the above boxes. They include the SIGA-TS4 Trim Skirt, which is used to cover the "mounting ears" on the base. The SIGA-AB4G mounts to a 4 inch square box only.











SIGA-AB4G/T/LF

SIGA-SB andard Base

SIGA-IB colator Base

SIGA-RB Relay Base

SIGA-LED Remote LEI

Remote LED SIGA-LED - The remote LED connects to the SIGA-SB or SIGA-SB4 Standard Base only. It features a North American size 1-gang plastic faceplate with a white finish and red alarm LED.

SIGA-TS4 Trim Skirt - Supplied with 4 inch bases, it can also be ordered separately to use with the other bases to help hide surface imperfections not covered by the smaller bases.

Sounder Bases - Signature Series sounder bases are designed for use where localized or group alarm signaling is required.

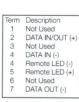
- SIGA-AB4G bases provide sounder capability to Signature Series to heat and smoke detectors. They are not intended for use with combination carbon monoxide detectors in Fire-plus-CO mode.
- SIGA-AB4GT bases provide sounder capability to Signature Series smoke and heat detectors, as well as carbon monoxide detectors when used with a SIGA-TCDR Temporal Pattern Generator.
- SIGA-AB4G-LF bases provide 520 Hz low frequency sounder capability to Signature Series smoke and heat detectors, as well as carbon monoxide detectors when used with a SIGA-TCDR Temporal Pattern Generator. The SIGA-AB4G-LF is suitable for applications requiring low frequency audible tones.

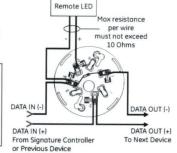
Typical Wiring

The detector mounting bases accept #18 AWG (0.75mm²), #16 (1.0mm²), #14 AWG (1.5mm²), and #12 AWG (2.5mm²) wire sizes. Sizes #16 AWG (1.0mm²) and #18 AWG (0.75mm²) are preferred for ease of installation.

Standard Detector Base, SIGA-SB, SIGA-SB4

This is the basic mounting base for EDWARDS Signature Series detectors. The SIGA-LED Remote LED is supported by this Base.

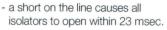




Isolator Detector Base, SIGA-IB, SIGA-IB4

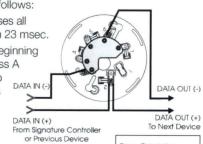
This base includes a built-in line fault isolator for use on Class A circuits. A detector must be installed for it to operate. The isolator base does not support the SIGA-LED Remote LED.

The isolator operates as follows:



- at 10 msec intervals, beginning on one side of the Class A circuit nearest the loop controller, the isolators close to provide the next isolator down the line with power.
- when the isolator next to the short closes, it reopens within 10 msec.

The process repeats beginning on the other side of the loop controller.



Term Description

1 Not Used

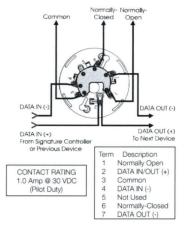
2 DATA IN/OUT (+)

3 DATA IN (-)

4 Not Used 5 Not Used 6 DATA OUT (-) 7 Not Used

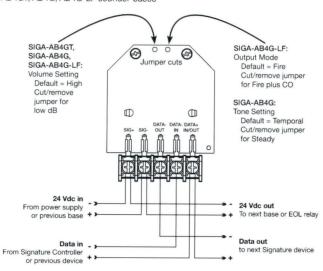
Relay Detector Base, SIGA-RB, SIGA-RB4

This base includes a relay. Normally Open or Normally Closed operation is selected during installation. The dry contact is rated for 1 amp (pilot duty) @ 30 Vdc. The relay's position is supervised to avoid accidentally jarring it out of position. The SIGA-RB can be operated as a control relay if programmed to do so at the control panel. The relay base does not support the SIGA-LED Remote LED.



Audible Sounder Bases, Fire Mode

AB4GT, AB4G, AB4G-LF sounder bases



Warnings & Cautions

- This detector does not operate without electrical power.
 As fires frequently cause power interruption, discuss further safeguards with the local fire protection specialist.
- This detector does not sense fires in areas where smoke cannot reach the detector. Smoke from fires in walls, roofs, or on the opposite side of closed doors may not reach the detector.
- In Canada, install according to CAN/ULC-S524 Standard for the Installation of Fire Alarm Systems, CSA C22.1 Canadian Electrical Code, and the local authority having jurisdiction.



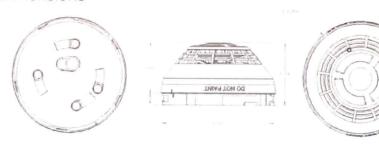
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Dimensions



Specifications

Agency Listings	CAN/ULC-S529, UL 268-7, UL 268A, CSFM
Environmental compensation	Automatic
Storage temperature	-4 to 140°F (-20 to 60°C)
Construction	High Impact Engineering Polymer, White
Operating environment	32 to 120°F (0 to 49°C), 0 to 93% RH, noncondensing
Compatible detector testers	Testifire 1000, Testifire 2000
Compatible bases	See Ordering Information
Wall mounting	12 in. (305 mm) max. from ceiling
Air velocity	0 to 4,000 ft./min (0 to 20 m/s)
Vibration level	10 to 35 Hz, with an amplitude of 0.01 in.
Smoke Sensitivity Range	UL/ULC: 0.5 to 4.36 %/ft. (1.6 to 13.6 %/m) obscuration
Alarm current	45 μA
Normal operating current	32 µA
Operating voltage	15.20 to 19.95 VDC

Ordering Information

Number	Description	Ship Wt. Ibs (kg)
SIGA-OSD	Intelligent Optical Smoke Detector	0.4 (0.16)
Assessins		
Accessories		
SIGA-SB	Detector Mounting Base - Standard	
SIGA-SB4	4-inch Detector Mounting Base c/w Trim Skirt	
SIGA-RB	Detector Mounting Base w/Relay	
SIGA-RB4	4-inch Detector Mounting Base w/Relay, c/w Trim Skirt	0.2 (.09)
SIGA-IB	Detector Mounting Base w/Fault Isolator	
SIGA-IB4	4-inch Detector Mounting Base w/ Fault Isolator, c/w Trim Skirt	
SIGA-LED	Remote Alarm LED (not for EN54 applications)	
SIGA-AB4G	Audible (Sounder) Base for Fire Detectors	0.3 (0.15)
SIGA-AB4G-LF	Low Frequency Audible (Sounder) Base for CO and/or Fire Detectors	0.3 (0.15)
SIGA-AB4GT	Audible (Sounder) Base for CO and/or Fire Detectors	0.3 (0.15)
SIGA-TS4	Trim Skirt (supplied with 4-inch bases)	0.1 (0.04)
SIGA-TS	Trim Skirt - (optional for non 4-inch bases)	0.1 (0.04)
SIGA-DMP	Detector Mounting Plate	3.0 (1.4)
SIGA-RTA	Detector Removal Tool	
SIGA-VA	Detector Cleaning Tool	

Chin MA



Smoke Detector Guard



Overview

The SIGA-GRD Smoke Detector Guard protects Signature Series smoke detectors from damage and tampering without affecting airflow to the detector head. The sophisticated louver configuration on the detector guard allows Signature smoke detectors to be installed at their listed spacing and has no affect on the detector's selected operating sensitivity. The guard is constructed of rugged 16-guage steel and is finished with durable white baked powder coat enamel.

Standard Features

- Agency listed with Signature Series smoke detectors
 Tested and listed by Underwriters' Laboratories Inc.
- Compatible with Signature Series smoke and CO detectors

Advanced design does not affect detector sensitivity; does not reduce the listed detector spacing.

· Rugged, tamper-proof design

16-gauge steel louvered construction provides superior physical protection. Special fasteners guard against unauthorized access to the detector.

Easy mounting

Simple design ensures very fast, very secure installation, yet allows easy removal for detector cleaning and inspection.

· Flush or surface mount

SIGA-DGSB Surface Mount Accessory allows installation over surface mounted conduit and electric boxes.

Application

Detector guards should be used wherever flying objects may accidentally damage the detector, or wherever they may be intentionally damaged or used to conceal contraband. Typical applications include correctional or detention facilities, mental hospitals, industrial or warehousing spaces, sports facilities and gymnasiums.

NFPA 72 Section 5-1.3.1 states "Where subject to mechanical damage, an initiating device shall be protected. A mechanical guard used to protect a smoke or heat detector shall be listed for use with the detector being used".



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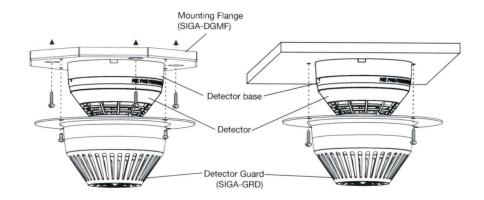
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Installation and Mounting

The SIGA-GRD may be mounted one of three ways:

- 1. Directly to the ceiling, enclosing a detector installed to a flush-mounted electrical box.
- 2. To the SIGA-DGSB Surface Mount Adapter, which encloses a surface-mount electrical box.
- To the optional mounting flange. This accessory is useful where the detector guard is removed periodically for inspection.



Specifications

	SIGA-GRD Detector Guard	SIGA-DGSB Detector Guard Surface Adapter
Construction	16 gauge steel	
Dimensions	7.27 inch (184.7mm) diameter x 3.25 inch (82.6mm) high	8.9 inch (225mm) octagonal x 2.25 inch (57mm) high
Finish	White; baked pov	vder coat enamel
Mounting	Mounts over flush 1-gang, octagon, and four-inch square North American electric boxes	Encloses surface mounted octagon or one-gang electric box
Compatible Detectors	Compatible detectors (UL268 6th edition): SIGA-COD, SIGA-COD-CA, SIGA-PCD. Compatible detectors (UL268 7th edition): SIGA-OSD, SIGA-OSHD, SIGA-OSCD, SIGA-OSHCD with date code 19205 or later. Bases: SIGA-SB, SIGA-RB, SIGA-IB, SIGI-SB	
Agency Listings	UL, ULC, CSFM	-

EDWARDS recommends that fire alarm systems and devices always be installed in accordance with the latest recognized edition of national and local fire alarm codes.

Ordering Information

Catalog Number	Description	Ship Wt., Ib. (kg)
SIGA-GRD	Smoke Detector Guard	0.8 (0.36)
SIGA-DGSB	Detector Guard Surface Mount Accessory	2 (0.9)
SIGA-DGMF	Mounting Flange (optional)	2. (0.9)



Intelligent Duct Smoke Detector Housing



Overview

The SIGA-DH Duct Smoke Detector Housing is specially engineered to exploit all the capabilities of Signature Series intelligent photoelectric and multisensor smoke detectors. Edwards Signature Series detectors gather analog information from each of their one or more sensing elements and converts it into digital signals. The detector's onboard microprocessor measures and analyzes these signals. It compares them to historical readings, time patterns and known characteristics to make an alarm decision. Digital filters and complex Algorithms are applied for optimum detector accuracy. Unwanted alarms are virtually eliminated.

Each duct housing is packaged with detailed installation instructions, gaskets and a self-adhesive drilling template for locating and mounting the detector. The large access door is completely removable to allow fast detector installation and field wiring connections. The 16 gauge steel housing is finished in red baked enamel for easy identification. Five one-gang knockouts on the housing provide a convenient location for mounting intelligent Signature Series modules.

The SIGA-DH Duct Housing comes with a 6 inch (150 mm) exhaust tube. Air sampling tubes are available in lengths from 8 inches (200 mm) to 10 feet (3048 mm) and must be ordered separately. Compatible smoke detectors, mounting bases, and accessories are listed in the Ordering Information. Refer to individual device catalog literature pages for more detail.

Standard Features

- Suitable for high air velocity duct applications
 Up to 4000 ft/min. (20.3 m/sec.) with Photoelectric Detector.
- Standard Signature Series detectors
 Designed for use with standard 4D, 3D, and Photoelectric Signature Series smoke detectors. Does not require "special" duct smoke heads.
- Standard, relay, or isolator detector base
 Detector plugs-in to base then easily installs into housing.
- Install in ducts up to 10 ft. (3.05 m) wide
- · Remote LED and test station accessories
- Designed and manufactured to ISO 9001 standards

Typical Wiring

The detector mounting bases and test station will accept #18 AWG (0.75mm²), #16 (1.0mm²), #14 AWG (1.50mm²) and #12 AWG (2.5 mm²) wire sizes. Note: #14 AWG (1.5 mm²) is not recommended due to difficulty of installation. See Loop Controller and Detector catalog sheets for detailed wiring requirement specifications.

Application

The SIGA-DH Duct Smoke Detector Housing requires a clear, flat, accessible area on the duct of at least 7-3/8 inches (188mm) W x 7 inches (175mm) H. The duct housing must be installed on ducts at least 8 inches (200mm) wide. Duct detectors are usually installed on the supply duct after the air filters; or in the return air stream prior to being diluted by outside air.

Sample tube length must span the entire width of the air duct and the tube can be easily cut to any length. Inlet tubes longer than 3 ft.(900mm) must be supported at both ends.

Duct detectors continually sample air flow in a HVAC duct and initiate an alarm condition whenever smoke is detected. An alarm is activated when the quantity (percent obscuration) of combustion products in that air sample exceeds the detector's sensitivity setting.

Air velocity in the duct maintains the air flow that enters the detector housing through perforations in the air sampling inlet tube and discharges through the outlet exhaust tube. The detector housing must be installed with its INLET air sampling tube upstream of the EXHAUST tube. Before installing the duct detector housing, test the duct air velocity to verify it is within the limits of the Signature smoke detector that is being installed. Also verify that duct air relative humidity is within 0% and 93%.

WARNING: Duct detectors have specific limitations. Duct detectors ARE NOT a substitute for an open area smoke detector. Duct detectors ARE NOT a substitute for early warning detection. Duct detectors ARE NOT a replacement for a building's regular fire detection system. Smoke detectors ARE NOT designed to detect toxic gases which can build up to hazardous levels in some fires. These devices WILL NOT operate without electrical power. As fires frequently cause power interruptions, Edwards suggests you discuss further safequards with your local fire protection specialist.

Installation and Mounting

Edwards recommends duct detectors always be installed in accordance with the latest recognized editions of local and national fire alarm codes.

Typical Wiring

The detector mounting bases and test station will accept #18 AWG (0.75mm²), #16 (1.0mm²), #14 AWG (1.50mm²) and #12 AWG (2.5 mm²) wire sizes. Note: #14 AWG (1.5 mm²) is not recommended due to difficulty of installation. See Loop Controller and Detector catalog sheets for detailed wiring requirement specifications.

Accessories

Duct Detector Air Sampling Tubes

One air sampling inlet tube must be ordered for each duct smoke detector housing. Refer to Ordering Information for available lengths.

Detector Mounting Bases

One detector mounting base must be ordered for each duct smoke housing. Removing a detector from its base (except isolator base) does not affect other devices operating on the same data loop. Available bases are:



Standard Base SIGA-SB - This is the basic mounting base. The SIGA-LED Remote LED is supported by the Standard Base.

Relay Base SIGA-RB - This base includes a relay. Normally open or closed operation is selected during installation. The dry contact is rated for 1 amp @ 30 Vdc (pilot duty). The

relay's position is supervised to avoid accidentally jarring it out of position. The SIGA-RB can be operated as a control relay if programmed to do so at the control panel (EST3 V. 2 only). The Relay Base does not support the SIGA-LED Remote LED. Relay bases are not affected or activated by the SIGA-DTS Duct Test Station.

Isolator Base SIGA-IB - This base includes a built-in line fault isolator. A detector must be installed for it to operate. The integral isolator relay is controlled by the detector or the loop controller. A maximum of 96 isolator bases can be installed on one loop. The Isolator Base does not support the SIGA-LED Remote LED.



Alarm LED Indicator

The SIGA-LED Alarm Indicator is suitable for use with the SIGA-SB detector base only. A maximum of one can be operated for each detector. It features a red LED on a one-gang plastic plate and can be installed remote or directly on the SIGA-DH Duct Housing.



Duct Test Station

The SIGA-DTS Duct Test Station uses a key switch along with an integral intelligent input module mounted on a two-gang plastic plate. It is supplied with two keys and features a red alarm LED.

When the key is turned to the "TEST" position, the LED lights and the integral module remotely inputs a duct

detector test alarm. The actions and sequences programmed at the control panel to activate dampers and other smoke control measures, are easily tested. Detector relay bases are not affected or activated. Resetting the control panel clears the test and returns the system to normal. The key cannot be removed when in the "TEST" position.

The Duct Test Station mounts to standard 2-inch deep North American two-gang and 4-inch square electric boxes and European 100 mm square boxes.

Air Velocity Test Kit

The 6263-SG Air Velocity Test Kit is specially designed to interface to the SIGA-DH Duct Housing. It is used to test or confirm the air velocity in HVAC ducts where the duct housing is installed.

Specifications

Compatible Smoke Detectors	SIGA-PS	SIGA-PHS	SIGA-IPHS
Smoke Sensing Element(s)	Photoelectric - Light Scattering Principle	Photoelectric - Light Scattering Principle Heat - 135° F (57° C) Fixed Temperature	Ionization - Unipolar Photoelectric - Light Scattering Principle Heat - Alarms at 65° F (35° C) change in ambient temperature
Air Velocity Range	300 to 4000 ft/mir	n. (1.5 to 20.3 m/sec)	300 to 1000 ft/min. (1.5 to 5.0 m/sec)
Operating Environment	Temperature: 32 - 120° F (0 to 49° C) Humidity: 0 to 93% RH, non-condensing	Temperature: 32 - 100° F (0 - 38° C) Humidity: 0 to 93% RH, non-condensing	
Storage Environment	Temperature: -4 to 140° F (-20 to 60° C); Humidity: 0 to 93% RH, non-condensing		
ULI/ULC Sensitivity Range	0.6% to 3.7% obscuration/toot (305mm)		0.67% to 3.70% obscuration/foot (305mm)
Dimensions	7-3/8 inches (188mm) W x 7 inches (178mm) H x 5 inches (127mm) D		
Material and Finish	16 Gauge Cold Rolled Steel, Red - Baked Enamel		
Conduit Knockouts	Combination 1/2 inch & 3/4 inch		
Agency Approvals	UL, ULC, MEA, CSFM		
User Selected Sensitivity Settings	Least Sensitive: 3.5%; Less Ser	nsitive: 3.0%; Normal: 2.5%; More Sens	sitive: 2.0%; Most Sensitive: 1.0%
Pre-alarm Sensitivity	5 % increments, allowing up to 20 pre-alarm settings		
Electrical, Physical Characteristics	Refer to individual detector catalog sheets		
Compatible Mounting Bases	SIGA-SB Standard Base, SIGA-RB Relay Base, SIGA-IB Isolator Base		
Compatible Remote LED	SIGA-LED (LED flashes when in alarm)		
Controller Compatibility	SIGNATURE Loop Controller		
Addressing Restrictions	Uses one Input Device Address		

Note: The SIGA-DH Duct Housing is not weatherproof or dust tight.)

Operating Current	Standby = 250µA; Activated = 400µA
Operating Voltage	15.2 to 19.95 Vdc (19 Vdc nominal)
Replacement Key	p/n - P-037449
Storage and Operating Temperature	32 to 120°F (0 to 49°C)
Onboard LED Operation	Red LED - flashes when in alarm or test state
Mounting	North American electric box: 2 inch deep 2-gang or 4 inch square; European electric box: 100 mm square
Construction & Finish	High Impact Engineered Plastic 2-gang front plate - White
Addressing Restrictions	Uses one Module Address



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Email: edwards.fire@fs.utc.com Web: <u>www.est-fire.com</u>

EST is an **EDWARDS** brand.

1016 Corporate Park Drive Mebane, NC 27302

In Canada, contact Chubb Edwards... Email: inquiries@chubbedwards.com Web: <u>www.chubbedwards.com</u>

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Ordering Information

Catalog Number	Description	Ship Wt Ib. (kg)
SIGA-DH	Duct Detector Housing	6.5 (3.0)
Sampling Tubes		
6261-001	8 inch (200mm) Air Sampling Inlet Tube	0.25 (0.1)
6261-002	24 inch (600mm) Air Sampling Inlet Tube	0.5 (0.2)
6261-003	42 inch (1060mm) Air Sampling Inlet Tube	1.6 (0.8)
6261-006	78 inch (1980mm) Air Sampling Inlet Tube	2.2 (1.0)
6261-010	120 inch (3048mm) Air Sampling Inlet Tube	4.4 (2.0)
Compatible Detect SIGA-IPHS	ors and Bases 4D Multisensor Detector	0.5 (0.23)
SIGA-PHS	3D Multisensor Detector	0.5 (0.23)
SIGA-PS	Photoelectric Detector	0.5 (0.23)
SIGA-SB	Standard Base	0.2 (0.09)
SIGA-RB	Relay Base	0.2 (0.09)
SIGA-IB	Isolator Base	0.2 (0.09)
Annunciation and T	esting	
SIGA-LED	Alarm LED Indicator	0.2 (.09)
SIGA-DTS	Duct Test Station	0.4 (.18)
6263-SG	Duct Air Velocity Test Kit	



Intelligent Duct Smoke Detector



Overview

The Edwards SuperDuct Signature Series smoke detector is the most advanced and most reliable device in its class. Designed for easy installation and superb reliability, SuperDuct represents the perfect balance of practical design and advanced technology.

SuperDuct detectors feature a unique design that speeds installation and simplifies maintenance. Removable dust filters, conformally coated circuit boards, and optional water-resistant gaskets keep contaminants away from components, ensuring years of trouble-free service. When cleaning is required, the assemblies come apart easily and snap back together in seconds.

A Signature Series photoelectric sensor is incorporated into the design of each SIGA-SD duct smoke detector. This sensor inherits the power and benefits of this exceptional line of intelligent devices

Signature Series sensors gather analog information from their smoke sensing elements and convert it into digital signals. The sensor measures and analyses these signals and compares the information to historical readings and time patterns to make an alarm decision. Digital filters remove signal patterns that are not typical of fires, which virtually eliminates unwanted alarms.

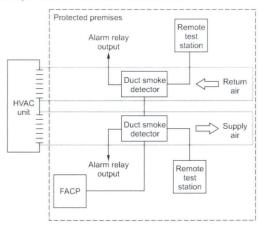
WARNING: Duct detectors have specific limitations. Duct detectors are not a substitute for an open area smoke detector. Duct detectors are not a substitute for early warning detection or a replacement for a building's regular fire detection system. Smoke detectors are not designed to detect toxic gases which can build up to hazardous levels in some fires. These devices will not operate without electrical power. As fires frequently cause power interruptions, Edwards suggests you discuss further safeguards with your local fire protection specialist.

Standard Features

- Less than 2" deep for easy installation and applications where space is tight
- -4°F to 158°F (-20°C to 70°C) operating range with 100 ft/min. to 4,000 ft/min air velocity rating assures reliability under harsh environmental conditions
- Status LEDs remain visible through clear assembly cover
- · Cover monitor switch for added security
- Standard sampling tube spacing for easy drop-in migration from other detectors
- Sampling tube can be installed with or without the cover in place and can be rotated in 45-degree increments to ensure proper alignment with duct airflow
- 15.2 to 19.95 Vdc operation
- · Magnet-activated test switch
- One Form C auxiliary alarm relay for controlling ancillary equipment (e.g., HVAC controls)
- No special tools required for easy access to field connections
- · Signature Series intelligence
- Environmental compensation with differential sensing for reliable, stable, and drift-free sensitivity
- Wide 0.79% to 2.46% obscuration/ft. smoke sensitivity
- Identification of dirty or defective detectors

Application

SuperDuct detectors are ideally suited to duct smoke detection applications where early indication of combustion is required within the confined space of ventilation ductwork. Its primary purpose is to provide early warning of an impending fire and to prevent smoke from circulating throughout the building. It is typically used to detect smoke in the supply side of the HVAC system but can provide supervision of the return side as well.



SuperDuct detectors continually sample air flow in the HVAC duct and initiate an alarm condition whenever smoke is detected. An alarm is activated when the quantity (percent obscuration) of combustion products in that air sample exceeds the detector's sensitivity setting.

Signature Series Intelligence

Like all Signature detectors, the SIGA-SD features electronic addressing and issues a dirty sensor warning when it reaches its preset limit. The dirty sensor warning indicates the sensor is operating within its specified limits but is in need of servicing. When the detector's ability to compensate for environmental changes has reached its limit, the duct smoke detector signals a trouble condition.

The SIGA-SD also uses differential sensing to prevent gradual environmental changes from triggering unwanted alarms. A rapid change in environmental conditions, such as smoke from a fire, causes the detector to signal an alarm state, but dust and debris accumulated over time does not change alarm sensitivity.

Each Signature Series SuperDuct detector contains a microprocessor that performs comprehensive self-diagnostics and stores the results in nonvolatile memory. Stored results include details such as hours of operation, last maintenance date, and number of alarms and troubles. This information can be retrieved and reviewed when desired.

Detector Configuration

The detector assembly cover provides easy access to the smoke sensor, its wiring connections, sample and exhaust tubes, and the smoke chamber itself.

Air enters the detector's sensing chamber through a sampling tube (ordered separately) that extends into the duct and is directed back into the ventilation system through an exhaust tube (included). The difference in air pressure between the two tubes pulls the sampled air through the sensing chamber. When a sufficient amount of smoke is detected in the sensing chamber, the detector initiates an alarm.

The sampling tube may be installed from either the duct side of the assembly or from inside the sensor compartment, as preferred by the installer. (The exhaust tube must be installed from the duct side.) Sampling tubes may be rotated in 45-degree increments so that air-holes can be aligned to allow the unit to be mounted at virtually any angle relative to the air flow.

In installations where the duct smoke detector's controls and indicators are hidden from view, a remote test station or an LED indicator can be connected to the detector to provide these functions.

Remote Test Stations

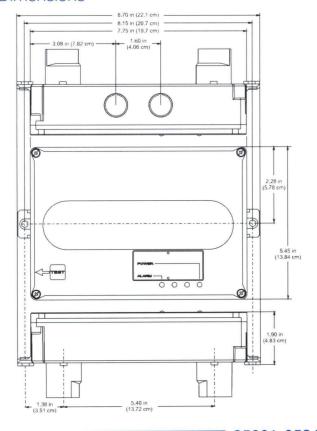


Labor-saving Remote Test/Reset stations provide alarm testing from the convenience of a remote location. Tests can be performed quickly and safely – without having to climb to the roof. Magnetically-operated and key-operated one-gang models are available. Signature SuperDuct detectors are also compatible with SIGA-LED remote alarm LED.

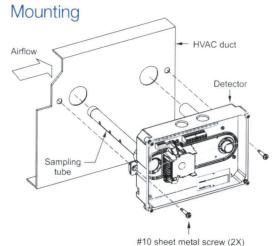
Air velocity in the duct as low as 100 ft/min. maintains adequate air flow into the sensor smoke chamber through air holes in the air sampling tube and discharges through the exhaust tube. SuperDuct air sampling tubes must be installed with the inlet holes facing the airstream. Sampling tubes may be rotated in 45-degree increments so that air-holes can be aligned to allow the unit to be mounted in virtually any angle relative to the airflow.

SuperDuct sensors are engineered to operate optimally under the harsh environmental conditions frequently found in HVAC ductwork. Nonetheless, before installing the detector, test the duct air velocity, temperature, and humidity to verify that it is within the operating range of the SuperDuct detector. Consult the SuperDuct installation sheet for details.

Dimensions

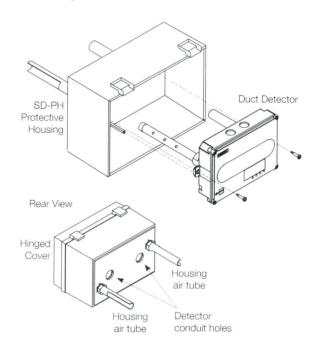


Assembly Sampling tube socket Exhaust tube socket Thin gasket Thick gasket Coupling Sampling tube (ordered separately)



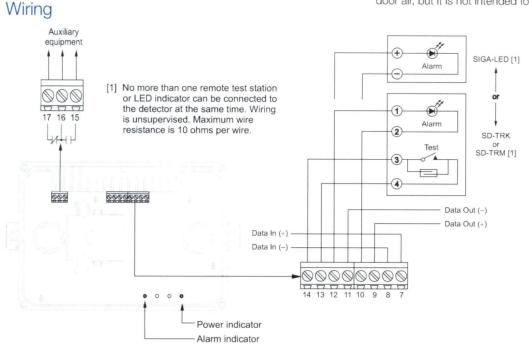
High-humidity environments

Use the SD-PH Protective Housing when installing SuperDuct detectors in high-humidity environments. The SD-PH is a weatherized housing that prevents condensation on the device by insulating the detectors and providing circulated air from the monitored HVAC duct. The SD-PH also adds a layer of protection against physical damage to the unit.



The SD-PH is easy to install and service. The hinged and transparent cover provides ready access to the detector, while keeping its status indicators visible at all times.

Note: The SD-PH Protective Housing is weatherized against outdoor air, but it is not intended for direct outdoor exposure.





Detection & alarm since 1872

T 888 378 2329 F 866 503 3996

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India T:+91 80 4344 2000 F: +91 80 4344 2050

Australia T +61 3 9239 1200 F +61 3 9239 1299

Europe T +32 2 725 11 20 F +32 2 721 86 13

Latin America T 305 593 4301 F 305 593 4300

utcfireandsecurity.com

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Specifications, detector

	Dimensions	8.70 x 5.45 x 1.90 inches (221 x 138 x 48 mm)
	Wire size	14 to 22 AWG
	Detection	Photoelectric
	method	(light scattering principle)
	Air velocity rating	100 to 4,000 ft/min and meets the required minimum air pressure differential
	Air pressure differential	0.005 to 1.00 inches of water
	Sensitivity	0.79 to 2.46 %/ft obscuration
	Alarm test response time	5 seconds
	LED indicators	Alarm (red), Power (green)
	Common alarm relay	Unsupervised and power- limited Quantity: 1 Type: Form C Ratings: 2.0 A at 30 Vdc (resistive)
	Operating voltage	15.2 to 19.95 Vdc
	Operating current	Standby: $45 \mu\text{A}$ Alarm: $45 \mu\text{A}$ Inrush: 1 mA Standalone alarm: 18 mA Temperature (UL): -4 to 158 °F (-29 to 70 °C).
	Operating environment	Temperature (ULC): -4 to 120 °F (-29 to 49 °C) Relative humidity: 10 to 93%, noncondensing
	Agency listings	UL, ULC, CSFM, FM, MEA

Specifications, test stations

Remote Test/Reset Stations provide alarm test, trouble indication, and reset capability from a remote location. They include a one-gang plate, momentary SPST switch, red alarm LED, and terminal block. Magneticallyoperated models (TRM) or key-operated models (TRK) are available. North American 1-gang box Compatible Standard 4-in square box, electrical 1-1/2 inches deep, with boxes 1-gang cover LED indicators Alarm (red) Clear lens LED type Wire size 14 to 22 AWG Resistance per 10 Ohms, max. wire Current See controller specifications requirements LED circuit Voltage: 3 Vdc, max. ratings Current: 30 mA, max. Switch ratings Voltage: 125 Vdc, max. (SD-TRK) Current: 4 A, max. Voltage: 200 Vdc, max. Switch ratings (SD-TRM) Current: 0.5 A, max. SuperDuct conventional Compatible two-wire and Signature duct detectors smoke detectors -4°F to 158°F (-20°C to Operating 70°C) Humidity: 93% RH, environment noncondensing Storage -4 to 140 °F (-20 to 60 °C) temperature Agency listings UL, ULC, MEA, CSFM

Ordering Information

Catalog Number	Description	Ship Wt., lb. (kg)	
SIGA-SD Intelligent SuperDuct Detector		2.4 (1.1)	
Accessories			
SD-T8	8-inch sampling tube	0.5 (0.2)	
SD-T18	18-inch sampling tube	1.5 (0.7)	
SD-T24	24-inch sampling tube	2.7 (1.2)	
SD-T36	36-inch sampling tube	3.0 (1.4)	
SD-T42	42-inch sampling tube	3.5 (1.6)	
SD-T60	60-inch sampling tube	5.8 (2.6)	
SD-T78	78-inch sampling tube	7.5 (3.4)	
SD-T120	120-inch sampling tube	11.5 (5.2)	
SD-PH	Protective housing for high humidity environments	5.5 (2.5)	
SIGA-LED	Remote alarm LED	1.0 (0.5)	
SD-TRM	Remote test station, magnetic	1.0 (0.5)	
SD-TRK	Remote test station, keyed	1.0 (0.5)	
SD-VTK	Air velocity test kit (stoppers only, etc)	1.0 (0.5)	
SD-GSK	Cover gasket kit	0.5 (0.2)	
SD-MAG	Test magnet kit	0.5 (0.2)	
SIGA-SDPCB	Replacement PCB/Signature sensor kit	1.0 (0.5)	

PRODUCT SUBSTITUTION REQUEST FORM (Must be submitted a minimum of 7 days before the bid date)

Bidder:	Project No:
Project: Adult Detention Smok	
Section:	Article/ Paragraph:
Proposed Substitution:	
Manufacturer:	Address:
Telephone:	Proposed Model No.:
	description, specifications, drawings, photographs, and performance and test data uest; applicable portions of the data are clearly identified.
Attached data also includes a des require for its installation.	cription of changes to the Contract Documents that the proposed substitution will
The undersigned certifies:	
 Same maintenance service Proposed substitution with progress schedule. Proposed substitution does 	ernished for proposed substitution as for specified product. see and source of replacement parts, as applicable, is available. Il have no adverse effect on other trades and will not affect or delay ses not affect dimensions and functional clearances. It changes to building design, including A/E design, detailing, and by substitution.
Submitted By:	Signed:
Firm:	Address:
Phone:	
Substitution approved asSubstitution rejected - Us	Make submittals in accordance with Project Manual requirements. noted - Make submittals in accordance with Project Manual requirements. se specified materials. eived too late - Use specified materials.
Signature:	Date:
Supporting Data Attached:	DrawingsProduct DataSamplesTestsReportsOther

"General Decision Number: TX20220239 08/05/2022

Superseded General Decision Number: TX20210239

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: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$15.00 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 2022.
If the contract was awarded on or between January 29, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at https://www.dol.gov/agencies/whd/government-contracts.

Modification Number Publication Date

- 0 01/07/2022
- 1 01/21/2022
- 2 02/18/2022

3 02/25/2022				
4	04/29/2022			
5	08/05/2022			
ASBE0021-0	11 08/01/2017			
	Rates	Fringes		
ASBESTOS V	VORKER/HEA	T & FROST		
INSULATOR	(Duct, Pipe and	1		
Mechanical Sy	stem Insulation)\$ 25.87	7.23	
BOIL0074-00	03 01/01/2021			
	Rates	Fringes		
	(ED	Ф 20. 47	24.10	
	ER			
CARP1421-0	 02 10/01/2021			
C/IIII 1421-0	02 10/01/2021			
	Rates	Fringes		
		Ü		
MILLWRIGHT\$ 29.58 11.27				
ELEV0021-006 01/01/2022				
	Rates	Fringes		
ELEVATOR N	MECHANIC	\$ 45.54	36.885+a+b	

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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

(2) Cranes with Pile

Driving or Caisson

Attachment and Hydraulic

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

(3) Hydraulic cranes 59

Tons and under.....\$ 32.35 13.10

Rates Fringes

IRONWORKER (ORNAMENTAL AND

STRUCTURAL).....\$ 27.14 7.68

PLUM0100-005 11/01/2021

Rates Fringes

HVAC MECHANIC (HVAC Unit

^{*} IRON0263-005 06/01/2022

Installation Only)\$ 34.48	13.07		
PIPEFITTER (Excludes HVAC			
Pipe Installation)\$ 34.48	13.07		
* SUTX2014-015 07/21/2014			
Rates Fringes			
BRICKLAYER\$ 21.06	0.00		
CARPENTER, Excludes Drywall			
Hanging, Form Work, and Metal			
Stud Installation\$ 15.78	0.00		
CAULKER\$ 15.16	0.00		
CEMENT MASON/CONCRETE FINISHER\$ 13.04 ** 0.00			
DRYWALL HANGER AND METAL STUD			
INSTALLER \$ 13.00 **	0.00		
ELECTRICIAN (Alarm			
Installation Only)\$ 20.93	3.86		
ELECTRICIAN (Communication			
Technician Only)\$ 15.35	1.39		

ELECTRICIAN (Low Voltage

Wiring Only).....\$ 17.04 1.39 ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems......\$ 20.01 2.69 FORM WORKER.....\$ 11.89 ** 0.00 GLAZIER...... \$ 16.46 3.94 HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)....\$ 10.04 ** 2.31 INSTALLER - SIDING (METAL/ALUMINUM/VINYL).....\$ 14.74 ** 0.00 INSTALLER - SIGN...... \$ 15.50 0.00

INSULATOR - BATT...... \$ 13.00 ** 0.00

IRONWORKER, REINFORCING......\$ 12.29 ** 0.00

LABORER: Common or General.....\$ 10.52 ** 0.00

LABORER: Mason Tender - Brick...\$ 10.54 ** 0.00

LABORER: Mason Tender -

Cement/Concrete.....\$ 10.93 ** 0.00 LABORER: Pipelayer.....\$ 13.00 ** 0.35 LABORER: Plaster Tender......\$ 12.22 ** 0.00 LABORER: Roof Tearoff......\$ 11.28 ** 0.00 LABORER: Landscape and Irrigation.....\$ 10.55 ** 0.00 LATHER.....\$ 16.00 0.00 OPERATOR: Backhoe/Excavator/Trackhoe......\$ 12.83 ** 0.00 OPERATOR: Bobcat/Skid Steer/Skid Loader...... \$ 13.93 ** 0.00 OPERATOR: Bulldozer.....\$ 18.29 1.31 OPERATOR: Drill.....\$ 15.69 0.50 OPERATOR: Forklift.....\$ 13.21 ** 0.81

OPERATOR: Grader/Blade......\$ 13.03 **

OPERATOR: Loader.....\$ 13.46 **

0.00

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 Duc	et .
Installation Only)\$ 21.13	4.79
SHEET METAL WORKER, Excludes	

HVAC Duct Installation\$ 24.88 5.97
SPRINKLER FITTER (Fire
Sprinklers)
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

^{**} Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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 https://www.dol.gov/agencies/whd/government-contracts.

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 National Office because National Office has 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"				

CONSTRUCTION CONTRACT

This EIVED DDICE CONCEDITION CONTRACT DETWEEN OWNED AND CONTRACTOR (4) a "Contract"

2. REPRESENTATIONS OF THE CONTRACTOR

In order to induce the Owner to execute this Contract and recognizing that the Owner is relying thereon, the Contractor, by executing this Contract, makes the following express representations to the Owner:

- (A) The Contractor is fully qualified to act as the contractor for the Project and has, and shall maintain, any and all licenses, permits or other authorizations necessary to act as the contractor for, and to construct, the Project;
- (B) The Contractor has become familiar with the Project site and the local conditions under which the Project is to be constructed and operated;
- (C) The Contractor has received, reviewed and carefully examined all of the documents which make up this Contract, including, but not limited to, the plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction.
- (D) Contractor warrants good right and title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver to Owner all material, supplies, and equipment installed or incorporated in the work constructed free of any claims, liens, or charges.

3. INTENT AND INTERPRETATION

With respect to the intent and interpretation of this Contract, the Owner and the Contractor agree as follows:

(A) This Contract, together with the Contractor's and Surety's Payment, Performance Bonds, and Maintenance Bonds for the Project, if any, constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements. This Contract also supersedes any bid documents;

- (B) Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;
- (C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the Owner and any person except the Contractor;
- (D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;
- (E) The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";
- (F) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract;
- (G) The Contractor shall have a continuing duty to read, examine, review, compare and contrast each of the documents which make up this Contract, shop drawings, and other submittals and shall give written notice to the Owner of any conflict, ambiguity, error or omission which the Contractor may find with respect to these documents before proceeding with the affected work. The express or implied approval by the Owner of any shop drawings or other submittals shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has prepared, or had someone prepare, documents for the Project, including the plans and specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. HOWEVER, THE OWNER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO THE CONTRACTOR CONCERNING SUCH DOCUMENTS. The Contractor again hereby acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representations or warranties by the Owner concerning such documents, as no such representations or warranties have been or are hereby made;
- (H) In the event of any conflict, discrepancy, or inconsistency among any of the documents which make up this Contract, the following shall control:
 - (1) As between figures given on plans and scaled measurements, the figures shall govern;
 - (2) As between large scale plans and small scale plans, the large scale plans shall govern;
 - (3) As between plans and specifications, the requirements of the specifications shall govern;
 - (4) As between this document and the plans or specifications, this document shall govern.
- (I) The Owner's representative shall be the project manager.

4. OWNERSHIP OF THE DOCUMENTS WHICH MAKE UP THE CONTRACT

The documents which make up this Contract, and each of them, as well as any other documents furnished by the Owner, shall remain the property of the Owner. The Contractor shall have the right to keep one (1) copy of the Contract upon completion of the Project; provided, however, that in no event shall the Contractor use, or permit to be used, any portion or all of such Contract on other projects without the Owner's prior written authorization.

5. CONTRACTOR'S PERFORMANCE

The Contractor shall perform all of the work required, implied or reasonably inferable from this Contract including, but not limited to, the following:

- (A) Construction of the Project;
- (B) The furnishing of any required surety bonds and insurance;

- (C) The provision or furnishing, and prompt payment therefor, of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, or other utilities, required for construction and all necessary building permits and other permits required for the construction of the Project; and
- (D) The creation and submission to the Owner of detailed and comprehensive as-built drawings depicting all as-built construction. Said as-built drawings shall be submitted to the Owner upon final completion of the Project and receipt and approval of same by the Owner shall be a condition precedent to final payment to the Contractor.

6. TIME FOR CONTRACTOR'S PERFORMANCE

- (A) The Contractor shall commence the performance of this Contract on _____ and shall diligently continue its performance to and until final completion of the Project. The Contractor shall accomplish Substantial Completion of the Project on or before _____ (_____) days from notice to proceed;
- (B) The Contractor shall pay the Owner the sum of One Hundred Seventy-Five Dollars (\$\frac{175.00}{\text{.}}\$) per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;
- (C) The term "Substantial Completion", as used herein, shall mean that point at which the Project is at a level of completion in strict compliance with this Contract such that the Owner or its designee can enjoy beneficial use or occupancy and can use or operate it in all respects, for its intended purpose. Partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion;
- (D) All limitations of time set forth herein are material and are of the essence of this Contract.

7. FIXED PRICE AND CONTRACT PAYMENTS

(A) The Owner shall pay, a	nd the Contractor shall accept, as full and complete payment for the Contractor's timely
performance of its obligation	ons hereunder the fixed price of
Dollars (\$). The price set forth in this Subparagraph 7(A) shall constitute the Contract Price,
which shall not be modified	except by Change Order as provided in this Contract.

This fixed price above is based on the quantities indicated based on the actual scope of the project as shown on the construction plans. Should the quantities of any of the items of the work as listed in the executed Proposal and Bid Form be increased, the Contractor shall perform the additional work at the unit bid prices submitted.

Should the quantities of any of the items of the work as listed in the executed Proposal and Bid Form be decreased, the Fixed Price shall be reduced accordingly based on the above unit bid prices and the Contractor shall make no claim for anticipated profits or lost overhead for any decrease in quantities. Payments will be made on actual quantifies installed, as measured in place;

(B) Within ten (10) calendar days of the effective date hereof, the Contractor shall prepare and present to the Owner the Contractor's Schedule of Values apportioning the Contract Price among the different elements of the Project for purposes of periodic and final payment. The Contractor's Schedule of Values shall be presented in whatever format, with such detail, and backed up with whatever supporting information the Owner requests. The Contractor shall not

imbalance its Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Contractor's Schedule of Values will be utilized for the Contractor's Payment Requests but shall only be so utilized after it has been acknowledged in writing by the Owner;

(C) The Owner shall pay the Contract Price to the Contractor in accordance with the procedures set forth in this Paragraph 7. On or before the 1st day of each month after commencement of performance, but no more frequently than once monthly, the Contractor may submit a Payment Request for the period ending the 25th day of the month to the following:

Bill Burke
Building Projects Manager
Collin County Construction and Projects
4600 Community Ave.
McKinney, TX 75071

In accordance with the Texas Prompt Payment Act and the Owner's receipt of a properly submitted and correct Application for Payment, and the issuance of a Certificate for Payment, the Owner shall make payment to the Contractor, in the amount approved by the Owner less 5% retainage. Such payment shall be adjusted for work that is incomplete or not in accordance with the Contract Documents, or that is the subject of a separate contract, or subcontract or supplier claim or lien against the Contractor or the payment bonds for the project. Notwithstanding anything herein to the contrary, Contractor shall not be paid for equipment and materials until after installation.

Each such Payment Request shall be signed by the Contractor and shall constitute the Contractor's representation that the quantity of work has reached the level for which payment is requested, that the work has been properly installed or performed in strict compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Owner shall review the Payment Request and may also review the work at the Project site or elsewhere to determine whether the quantity and quality of the work is as represented in the Payment Request and is as required by this Contract. The Owner shall approve in writing the amount which, in the opinion of the Owner, is properly owing to the Contractor. The amount of each such payment shall be the amount approved for payment by the Owner less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The submission by the Contractor of a Payment Request also constitutes an affirmative representation and warranty that all work for which the Owner has previously paid is free and clear of any lien, claim, or other encumbrance from subcontractors, materialmen, suppliers and other person or entity who has, or might have a claim against the Owner for the work done on the Owner's property. Furthermore, the Contractor warrants and represents that, upon payment of the Payment Request submitted, title to all work included in such payment shall be vested in the Owner;

- (D) When payment is received from the Owner, the Contractor shall immediately pay all subcontractors, materialmen, laborers and suppliers the amounts they are due for the work covered by such payment. In the event the Owner becomes informed that the Contractor has not paid a subcontractor, materialman, laborer, or supplier within 10 days after the Contractor's receipt of payment, the Owner shall have the right, but not the duty, to issue future checks and payment to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, materialman, laborer, or supplier as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future;
- (E) Neither payment to the Contractor, utilization of the Project for any purpose by the Owner, nor any other act or omission by the Owner shall be interpreted or construed as an acceptance of any work of the Contractor not strictly in compliance with this Contract;
- (F) The Owner shall have the right to refuse to make payment and, if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:
 - (1) The quality of a portion, or all, of the Contractor's work not being in accordance with the requirements of this Contract;

- (2) The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
- (3) The Contractor's rate of progress being such that, in the Owner's opinion, Substantial Completion or final completion, or both, may be inexcusably delayed;
- (4) The Contractor's failure to use Contract funds, previously paid the Contractor by the Owner, to pay Contractor's Project-related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
- (5) Claims made, or likely to be made, against the Owner or its property;
- (6) Loss caused by the Contractor;
- (7) The Contractor's failure or refusal to perform any of its obligations to the Owner. In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 7(F), the Contractor shall promptly comply with such demand;
- (G) If within thirty (30) days from the date payment to the Contractor is due, the Owner, without cause or basis hereunder, fails to pay the Contractor any amounts then due and payable to the Contractor, the Contractor shall have the right to cease work until receipt of proper payment after first providing ten (10) days' written notice of its intent to cease work to the Owner.
- (H) When Substantial Completion has been achieved, the Contractor shall notify the Owner in writing and shall furnish to the Owner a proposed punch list listing of those matters yet to be finished. The Owner will thereupon conduct an inspection to confirm that the work is in fact substantially complete and shall upon determining that the work is substantially complete, shall review and revise, if necessary, the proposed punch list. Upon its confirmation that the Contractor's work is substantially complete, the Owner will so notify the Contractor in writing and will therein set forth the date of Substantial Completion and furnish the final punch list of items that need to be completed for final completion. If the Owner, through its inspection, fails to find that the Contractor's work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion inspection, the Contractor shall bear the cost of such repeat inspection(s) which cost may be deducted by the Owner from any payment then or thereafter due to the Contractor. Guarantees and equipment warranties required by this Contract shall commence on the date of Substantial Completion. Upon Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to ninety percent (90%) of the Contract Price less any amounts attributable to liquidated damages, and less the reasonable costs as determined by the Owner for completing all incomplete work, correcting and bringing into conformance all defective and nonconforming work, and handling any outstanding or threatened claims:
- (I) When the Project is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner thereof in writing. Thereupon, the Owner will perform a final inspection of the Project. If the Owner confirms that the Project is complete in full accordance with this Contract and that the Contractor has performed all of its obligations to the Owner hereunder, the Owner will furnish a final Approval for Payment and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Owner is unable to issue its final Approval for Payment and is required to repeat its final inspection of the Project, the Contractor shall bear the cost of such repeat inspection(s), which costs may be deducted by the Owner from the Contractor's final payment;
- (J) If the Contractor fails to achieve final completion within 30 days of (i) Substantial Completion, or (ii) the Owner's delivery to the Contractor of the punch list described in Subparagraph 7(H) herein, whichever is later, the Contractor shall pay the Owner the sum of One Hundred Seventy-Five Dollars (\$) 175.00 per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be unexcusably delayed, the

Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages;

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- (K) Prior to being entitled to receive final payment, and as a condition precedent thereto, the Contractor shall furnish the Owner, in the form and manner required by Owner, if any:
 - (1) An affidavit that all of the Contractor's obligations to subcontractors, laborers, equipment or material suppliers, or other third parties in connection with the Project, have been paid or otherwise satisfied;
 - (2) If applicable, consent(s) of surety to final payment;
 - (3) All product warranties, operating manuals, instruction manuals and other record documents, drawings (including as-built drawings), satisfactory test results and things customarily required of the Contractor, or expressly required herein or set forth in the bid documents, as a part of or prior to Project closeout;
- (L) The final Certificate for Payment will not be issued until all such warranties and guaranties have been received and accepted by the Owner, and a Certificate of Acceptance is issued.

8. INFORMATION AND MATERIAL SUPPLIED BY THE OWNER

- (A) The Owner shall furnish to the Contractor, prior to the execution of this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material as being in the possession of the Owner and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefor. The Owner shall also furnish, if appropriate, the legal description of the Project site, and any required survey;
- (B) The Owner shall obtain all required authorizations, approvals, easements, and the like excluding the building permit and other permits or fees required of the Contractor by this Contract, or permits and fees customarily the responsibility of the Contractor;
- (C) The Owner will provide the Contractor one (1) copy of the complete Contract. The Contractor will be charged, and shall pay the Owner, the actual cost of duplication for any additional copy of the Contract which it may require.

9. CEASE AND DESIST ORDER

In the event the Contractor fails or refuses to perform the work as required herein, the Owner may instruct the Contractor to cease and desist from performing further work in whole or in part. Upon receipt of such instruction, the Contractor shall immediately cease and desist as instructed by the Owner and shall not proceed further until the cause for the Owner's instructions has been corrected, no longer exists, or the Owner instructs that the work may resume. In the event the Owner issues such instructions to cease and desist, and in the further event that the Contractor fails and refuses within seven (7) days of receipt of same to provide adequate assurance to the Owner that the cause of such instructions will be eliminated or corrected, then the Owner shall have the right, but not the obligation, to carry out the work with its own forces, or with the forces of another contractor, and the Contractor shall be fully responsible and liable for the costs of performing such work by the Owner. The rights set forth herein are in addition to, and without prejudice to, any other rights or remedies the Owner may have against the Contractor.

10. DUTIES, OBLIGATIONS AND RESPONSIBILITIES OF THE CONTRACTOR

In addition to any and all other duties, obligations and responsibilities of the Contractor set forth in this Contract, the Contractor shall have and perform the following duties, obligations and responsibilities to the Owner:

(A) The Contractor is again reminded of its continuing duties set forth in Subparagraph 3(G), which are by reference hereby incorporated in this Subparagraph 10(A). The Contractor shall not perform work without adequate plans and specifications, or, as appropriate, approved shop drawings, or other submittals. If the Contractor performs work

knowing or believing it involves an error, inconsistency or omission in the Contract without first providing written notice to the Owner, the Contractor shall be responsible for such work and pay the cost of correcting same;

- (B) All work shall strictly conform to the requirements of this Contract;
- (C) The work shall be strictly supervised, the Contractor bearing full responsibility for any and all acts or omissions of those engaged in the work on behalf of the Contractor;
- (D) The Contractor hereby warrants that all labor furnished under this Contract shall be competent to perform the tasks undertaken, that the product of such labor shall yield only first-class results, that all materials and equipment provided shall be new and of high quality, that the completed work will be complete, of high quality, without defects, and that all work strictly complies with the requirements of this Contract. Any work not strictly complying with the requirements of this Subparagraph shall constitute a breach of the Contractor's warranty;
- (E) The Contractor shall obtain and pay for all required permits, fees and licenses customarily obtained by the Contractor. The Contractor shall comply with all legal requirements applicable to the work;
- (F) The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME FUNCTION	\mathbf{Y}				
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So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assumes one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 10(F) as though such individuals had been listed above;

- (G) The Contractor, within fifteen (15) days of commencing the work, shall provide to the Owner, and comply with, the Contractor's schedule for completing the work. Such schedule shall be in a form acceptable to the Owner. The Contractor's schedule shall be updated no less frequently than monthly (unless the parties otherwise agree in writing) and shall be updated to reflect conditions encountered from time to time and shall apply to the total Project. Each such revision shall be furnished to the Owner. Strict compliance with the requirements of this Subparagraph 10(G) shall be a condition precedent to payment to the Contractor, and failure by the Contractor to strictly comply with said requirements shall constitute a material breach of this Contract;
- (H) The Contractor shall keep an updated copy of this Contract at the site. Additionally, the Contractor shall keep a copy of approved shop drawings and other submittals. All of these items shall be available to the Owner at all regular business hours. Upon final completion of the work, all of these items shall be finally updated and provided to the Owner and shall become the property of the Owner;
- (I) Shop drawings and other submittals from the Contractor do not constitute a part of the Contract. The Contractor shall not do any work requiring shop drawings or other submittals unless such shall have been approved in writing by the Owner. All work requiring approved shop drawings or other submittals shall be done in strict compliance with such approved documents. However, approval by the Owner shall not be evidence that work installed pursuant thereto conforms to the requirements of this Contract. The Owner shall have no duty to review partial submittals or incomplete submittals. The Contractor shall maintain a submittal log which shall include, at a minimum, the date of each submittal, the date of any resubmittal, the date of any approval or rejection, and the reason for any approval or rejection. The Contractor shall have the duty to carefully review, inspect and examine any and all submittals before submission of same to the Owner;

- (J) The Contractor shall maintain the Project site in a reasonably clean condition during performance of the work. Upon final completion, the Contractor shall thoroughly clean the Project site of all debris, trash and excess materials or equipment;
- (K) At all times relevant to this Contract, the Contractor shall permit the Owner to enter upon the Project site and to review or inspect the work without formality or other procedure.

11. INDEMNIFICATION

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

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

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

12. NO DESIGN PROFESSIONAL

There is no architect or consulting engineer acting as Owner's agent including inspection of work or progress of Contractor in this contract. Accordingly, the Owner shall have the following duties and responsibilities:

- (A) The Owner shall draft proposed Change Orders;
- (B) The Owner shall approve, or respond otherwise as necessary concerning shop drawings or other submittals received from the Contractor:
- (C) The Owner shall be authorized to refuse to accept work which is defective or otherwise fails to comply with the requirements of this Contract. If the Owner deems it appropriate, the Owner shall be authorized to call for extra inspection or testing of the work for compliance with requirements of this Contract;
- (D) The Owner shall review the Contractor's Payment Requests and shall approve in writing those amounts which, in the opinion of the Owner, are properly owing to the Contractor as provided in this Contract;
- (E) The Owner shall, upon written request from the Contractor, perform those inspections required in Paragraph 7 hereinabove;

13. CLAIMS BY THE CONTRACTOR

Claims by the Contractor against the Owner are subject to the following terms and conditions:

- (A) All Contractor claims against the Owner shall be initiated by a written claim submitted to the Owner. Such claim shall be received by the Owner no later than seven (7) calendar days after the event, or the first appearance of the circumstances, causing the claim, and same shall set forth in detail all known facts and circumstances supporting the claim:
- (B) The Contractor and the Owner shall continue their performance hereunder regardless of the existence of any claims submitted by the Contractor;
- (C) In the event the Contractor discovers previously concealed and unknown site conditions which are materially at variance from those typically and ordinarily encountered in the general geographical location of the Project, the Contract Price shall be modified, either upward or downward, upon the written claim made by either party within seven (7) calendar days after the first appearance to such party of the circumstances. As a condition precedent to the Owner having any liability to the Contractor due to concealed and unknown conditions, the Contractor must give the Owner written notice of, and an opportunity to observe, such condition prior to disturbing it. The failure by the Contractor to give the written notice and make the claim as provided by this Subparagraph 13(C) shall constitute a waiver by the Contractor of any rights arising out of or relating to such concealed and unknown condition;
- (D) In the event the Contractor seeks to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefor, the Contractor shall strictly comply with the requirements of Subparagraph 13(A) above and such claim shall be made by the Contractor before proceeding to execute any additional or changed work. Failure of the condition precedent to occur shall constitute a waiver by the Contractor of any claim for additional compensation;
- (E) In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's cost shall be strictly limited to direct cost incurred by the Contractor and shall in no event include indirect cost or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third-parties including subcontractors, unless and until liability of the Contractor has been established therefor in a court of competent jurisdiction;
- (F) In the event the Contractor should be delayed in performing any task which at the time of the delay is then critical, or which during the delay becomes critical, as the sole result of any act or omission by the Owner or someone acting in the Owner's behalf, or by Owner-authorized Change Orders, unusually bad weather not reasonably anticipatable, fire or other Acts of God, the date for achieving Substantial Completion, or, as applicable, final completion, shall be appropriately adjusted by the Owner upon the written claim of the Contractor to the Owner. A task is critical within the meaning of this Subparagraph 13(F) if, and only if, said task is on the critical path of the Project schedule so that a delay in performing such task will delay the ultimate completion of the Project. Any claim for an extension of time by the Contractor shall strictly comply with the requirements of Subparagraph 13(A) above. If the Contractor fails to make such claim as required in this Subparagraph 13(F), any claim for an extension of time shall be waived.

14. SUBCONTRACTORS

Upon execution of this Contract, the Contractor shall identify to the Owner, in writing, those parties intended as subcontractors on the Project. The Owner shall, in writing, state any objections the Owner may have to one or more of such subcontractors. The Contractor shall not enter into a subcontract with an intended subcontractor with reference to whom the Owner objects. All subcontracts shall afford the Contractor rights against the subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights of Contract termination as set forth herein below.

15. CHANGE ORDERS

One or more changes to the work within the general scope of this Contract may be ordered by Change Order. The Contractor shall proceed with any such changes, and same shall be accomplished in strict accordance with the following terms and conditions:

- (A) Change Order shall mean a written order to the Contractor executed by the Owner after execution of this Contract, directing a change in the work and may include a change in the Contract Price or the time for the Contractor's performance, or any combination thereof;
- (B) Any change in the Contract Price resulting from a Change Order shall be determined as follows:
 - (1) By mutual agreement between the Owner and the Contractor as evidenced by (a) the change in the Contract Price being set forth in the Change Order, (b) such change in the Contract Price, together with any conditions or requirements relating thereto, being initialed by both parties and (c) the Contractor's execution of the Change Order, or,
 - (2) If no mutual agreement occurs between the Owner and the Contractor, the change in the Contract Price, if any, shall be derived by determining the reasonable actual costs incurred or savings achieved, resulting from revisions in the work. Such reasonable actual costs or savings shall include a component for direct jobsite overhead and profit but shall not include home-office overhead or other indirect costs or components. Any such costs or savings shall be documented in the format and with such content and detail as the Owner requires.
- (C) The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the work, this Contract as thus amended, the Contract Price and the time for performance by the Contractor. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order;
- (D) The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approvals are required by the Owner, the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of, and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.
- (E) The owner's representative in this agreement is the project manager. No change orders or other modifications to this agreement shall be effective unless in writing and signed by the Purchasing Agent.

DISCOVERING AND CORRECTING DEFECTIVE OR INCOMPLETE WORK

- (A) In the event that the Contractor covers, conceals or obscures its work in violation of this Contract or in violation of a directive from the Owner, such work shall be uncovered and displayed for the Owner's inspection upon request, and shall be reworked at no cost in time or money to the Owner;
- (B) If any of the work is covered, concealed or obscured in a manner not covered by Subparagraph 16(A) above, it shall, if directed by the Owner, be uncovered and displayed for the Owner's inspection. If the uncovered work conforms strictly to this Contract, the costs incurred by the Contractor to uncover and subsequently, replace such work shall be borne by the Owner. Otherwise, such costs shall be borne by the Contractor;
- (C) The Contractor shall, at no cost in time or money to the Owner, correct work rejected by the Owner as defective or failing to conform to this Contract. Additionally, the Contractor shall reimburse the Owner for all testing, inspections and other expenses incurred as a result thereof;
- (D) In addition to its warranty obligations set forth elsewhere herein, the Contractor shall be specifically obligated to correct any and all defective or nonconforming work for a period of twelve (12) months following final completion upon written direction from the Owner.
- (E) The Owner may, but shall in no event be required to, choose to accept defective or nonconforming work. In such event, the Contract Price shall be reduced by the greater of (1) the reasonable costs of removing and correcting the defective or nonconforming work, and (2) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the

Owner for the acceptance of defective or nonconforming work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming work.

17. TERMINATION BY THE CONTRACTOR

If the Owner repeatedly fails to perform its material obligations to the Contractor for a period of thirty (30) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 19(A) hereunder.

18. OWNER'S RIGHT TO SUSPEND CONTRACTOR'S PERFORMANCE

- (A) The Owner shall have the right at any time to direct the Contractor to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to ten (10) calendar days. If any such suspension is directed by the Owner, the Contractor shall immediately comply with same;
- (B) In the event the Owner directs a suspension of performance under this Paragraph 18, through no fault of the Contractor, the Owner shall pay the Contractor as full compensation for such suspension the Contractor's reasonable costs, actually incurred and paid, of:
 - (1) demobilization and remobilization, including such costs paid to subcontractors;
 - (2) preserving and protecting work in place;
 - (3) storage of materials or equipment purchased for the Project, including insurance thereon;
 - (4) performing in a later, or during a longer, time frame than that contemplated by this Contract.

19. TERMINATION BY THE OWNER

The Owner may terminate this Contract in accordance with the following terms and conditions:

- (A) The Owner may, for any reason whatsoever, terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective. The Contractor shall incur no further obligations in connection with the work and the Contractor shall stop work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under termination orders or subcontracts to the Owner or its designee. The Contractor shall transfer title and deliver to the Owner such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has. When terminated for convenience, the Contractor shall be compensated as follows:
 - (1) The Contractor shall submit a termination claim to the Owner specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Owner. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with Subparagraph (3) below;
 - (2) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder;
 - (3) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:
 - (a) Contract prices for labor, materials, equipment and other services accepted under this Contract;

- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for direct jobsite overhead and profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;
- (c) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 19(A) of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 19(A) shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

(B) If the Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then the Owner, in addition to any other rights it may have against the Contractor or others, may terminate the performance of the Contractor and assume possession of the Project site and of all materials and equipment at the site and may complete the work. In such case, the Contractor shall not be paid further until the work is complete. After final completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the Owner of completing the work, including all costs and expenses of every nature incurred, has been deducted by the Owner, such remainder shall belong to the Contractor. Otherwise, the Contractor shall pay and make whole the Owner for such cost. This obligation for payment shall survive the termination of the Contract. In the event the employment of the Contractor is terminated by the Owner for cause pursuant to this Subparagraph 19(B) and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 19(A) and the provisions of Subparagraph 19(A) shall apply.

20. INSURANCE

The Contractor shall have and maintain insurance in accordance with the requirements of Exhibit "A" attached hereto and incorporated herein by reference.

21. SURETY BONDS

The Contractor shall furnish separate performance, payment, and maintenance bonds to the Owner. Each bond shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds and shall specifically reference paragraph 16(d) of this agreement. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond, payment bond, and maintenance bond shall be deemed increased by like amount. The performance, payment and maintenance bonds furnished by the Contractor shall be in form provided by the Owner and shall be executed by a surety, or sureties, reasonably acceptable to the Owner.

22. PROJECT RECORDS

All documents relating in any manner whatsoever to the Project, or any designated portion thereof, which are in the possession of the Contractor, or any subcontractor of the Contractor, shall be made available to the Owner for inspection and copying upon written request by the Owner. Furthermore, said documents shall be made available, upon request by the Owner, to any state, federal or other regulatory authority and any such authority may review, inspect and copy such records. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the Project, its design, and its construction. Said records expressly include those documents reflecting the cost of construction to the Contractor. The Contractor shall maintain and protect these documents for no less than four (4)

years after final completion of the Project, or for any longer period of time as may be required by law or good construction practice.

23. APPLICABLE LAW

The law applicable to this Contract is hereby agreed to be the law of the State of Texas and venue shall be Collin County, Texas.

24. EXPENSES FOR ENFORCEMENT

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

25. SUCCESSORS AND ASSIGNS

Each party binds itself, its successors, assigns, executors, administrators or other representatives to the other party hereto and to successors, assigns, executors, administrators or other representatives of such other party in connection with all terms and conditions of this Contract. The Contractor shall not assign this Contract without prior written consent of the Owner.

26. 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.

27. NOTICES

All notices required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered hereunder if mailed by first class certified mail, postage prepaid, to the respective parties at the respective addresses:

Owner:
Bill Burke
Construction Projects Director
4600 Community Ave.
McKinney, TX 75071

Collin County Purchasing 2300 Bloomdale # 3160 McKinney, TX 75071

Contractor:		

Bill Bilyeu Collin County Administrator 2300 Bloomdale #4192 McKinney, TX 75071 Any party may at any time change its address for such notices by delivering or mailing to the other parties hereto, in the manner provided above, a notice of such change.

CONTRACTOR
(TYPED NAME)
By:
(PRINTED NAME, TITLE & ADDRESS)
(DATE OF EXECUTION)

EXHIBIT "A"

Insurance Requirements:

Before commencing work, the Contractor shall be required to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s), at their own expense, indicating the coverage 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 2.

1. Commercial General Liability insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability.

• Each Occurrence: \$1,000,000

• Personal & Adv. Injury: \$1,000,000

• Products/Completed Operation: \$2,000,000

• General Aggregate: \$2,000,000

2. Workers Compensation insurance as required by the laws of the Texas Department of Insurance, Division of Workers' Compensation, section 406.096(b).

Liability, Each Accident: \$500,000
Disease-Each Employee: \$500,000
Disease - Policy Limit: \$500,000

- 3. Commercial Automobile Liability insurance including owned, non-owned, and hired vehicles used in connection with the contract.
 - Combined Single Limit Each Accident: \$1,000,000
 - 4. Umbrella/Excess Liability insurance.
 - Each Occurrence/Aggregate: \$1,000,000

With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

- 1. A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in all insurance coverages.
- 2. The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.
 - 3. All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.
- 4. All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days' notice prior to cancellation, non-renewal or termination of the policy.
 - 5. All copies of Certificates of Insurance shall reference the project/contract number.

All insurance shall be purchased from an insurance company that meets the following requirements:

1. A financial rating of A+VII or better as assigned by the BEST Rating Company or equivalent.

Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

1. Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

2. Sets forth the notice of cancellation or termination to Collin County.



MAINTENANCE BOND

STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS: COUNTY OF COLLIN _____, a corporation organized and existing under the laws of the State of ______, and fully authorized to transact business in the State of Texas, whose address is____ City of ______, (hereinafter referred to as "Principal"), and ____ (hereinafter referred to as "Surety", a corporation organized_under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, , in the penal sum of) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents: WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the ______day of _____, 20____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper maintenance and repair of the work herein contracted to be done and performed for a period of year(s) from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said CONTRACTOR in construction of same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agree that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas. "PROVIDED, HOWEVER, that said Surety, for value received, stipulates and agrees the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be

performed thereunder. The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship. IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this day of 20. WITNESS PRINCIPAL Printed/Typed Name_ Title: WITNESS SURETY Printed/Typed Name Title: Company: ____ Address: The Resident Agent of the Surety for delivery of notice and service of process is: Date of Bond must NOT be Address: Note: Phone Number: ____ prior to date of contract. Revised 11/2008

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

			, a corporation organized and e	
	, and fully authorized to transact busines			
of the City of	Count	y of	, and State of	
	ncipal"), and			
(hereinafter referred to as "Sure	ety", a corporation organized_under the laws of the State	te of	and authorized un-	der the laws of the State
	nds for principals, are held and firmly bound unto			
to as "Owner") and unto all per	rsons, firms and corporations who may furnish materia	als for or perform labor upo	on the buildings, structures or i	mprovements referred to
	e penal sum of			
) (not less than 100% of the	**		
money of the United States, for	r the payment whereof, the said Principal and Surety b	ind themselves, and their h	neirs, administrators, executors,	successors, and assigns,
jointly and severally, firmly by	these presents:			
WHEREAS, the Pr	incipal has entered into a certain written contract with	the Owner, dated the	day of	, 20 , to which
said Contract is hereby referred	to and made a part hereof and as fully and to the same	e extent as if copied at leng	th herein for the construction of	f
NOW, THEREFO	RE, THE CONDITION OF THIS OBLIGATION	IS SUCH, that the bond go	<u>·</u> uarantees the full and proper p	rotection of all claimants
	n the prosecution of the work provided for in said Co	_		
	et and in all respects duly and faithfully observe and			•
· -	cipal, and according to the true intent and meaning o	=		
= -	of said Contract that may hereafter be made, notice o		=	-
•	ill force and effect. Provided further, that if any legal a			=
	WEVER , that this bond is executed pursuant to the p			-
	as amended, and all liabilities on this bond shall be de		=	_
they were fully copied at length			•	
Surety, for value re	eceived, stipulates and agrees that the bond shall at	tomatically be increased	by the amount of any Change	e Order or supplemental
agreement which increases the	Contract price with or without notice to the Surety	and that no change, exten	sion of time, alteration or add	ition to the terms of the
Contract, or to the work perform	med thereunder, or the plans, specifications, or drawir	igs accompanying the same	e, shall in anyway affect its obl	igation on this bond, and
it does hereby waive notice of a	any such change, extension of time, alteration or additi	on to the terms of the Contr	ract, or to the work to be perfor	med thereunder.
The undersigned an	d designated agent is hereby designated by Surety he	erein as the agent resident	to whom any requisite notice i	may be delivered and on
whom service of process may b	be had in matters arising out of such suretyship.			
IN WITNESS WH	EREOF, the said Principal and Surety have signed and	d sealed this instrument this	sday of	20
WITNESS		PRINCIPAL		
		Printed/Typed Name		
		• •		
		<u>-</u>		
		company.		
		Address:		
WITNESS		SURETY		
		Printed/Typed Name _		
		Title:		
		Company:		
		Address:		
		Address.		
The Resident Agent of the Sure	ety for delivery of notice and service of process is:			
4 1441 CDD.		Note:	Date of Bond must NOT be	
			Date of Bond must NOT be prior to date of contract.	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

				, a corporation organized and exi	
				ss is	
City of	County of			fter referred to as "Principal"), and	
				fter referred to as "Surety", a corpo	_
·				surety on bonds for principals, are	-
unto			=	nd corporations who may furnish n	=
-	-		-		
				of the Contract as evidenced in the	
•			-	ttorneys' fees, and liquidated dam	•
		•		f, the said Principal and Surety bin	d themselves, and then
	•	, jointly and severally, firmly by	-		
				day of	
said Contract is hereby refe	erred to and made a part here	of and as fully and to the same of	extent as if copied at le	ngth herein for the construction of	
NOW, THER	EFORE, THE CONDITION	N OF THIS OBLIGATION I	S SUCH, that if the s	said Principal fully and faithfully	executes the work and
performance of the Contra	act in accordance with the pl	lans specifications, and Contrac	ct Documents, includir	ng any extensions thereof which n	nay be granted with or
without notice to Surety, d	luring the original term thereo	of, and during the life of any gua	aranty required under t	the Contract, and according to the t	rue intent and meaning
of said Contract and the p	plans and specifications hereto	o annexed, if the Principal shal	l repair and/or replace	all defects due to faulty materials	s or workmanship that
appear within a period of	one year from the date of fina	al completion and final acceptar	nce of the work by OW	VNER; and if the Principal shall fu	lly indemnify and save
harmless the OWNER from	n all costs and damages which	h OWNER may suffer by reason	n of failure to so perfor	m herein and shall fully reimburse	and repay OWNER all
outlay and expense which	the OWNER may incur in m	naking good any default or defic	ciency, then this obliga	ation shall be void; otherwise, to re	main in full force and
effect; and in case said CC	ONTRACTOR shall fail to do	so, it is agreed that the OWNE	R may do said work ar	nd supply such materials and charg	e the same against said
CONTRACTOR and Sure	ty on this obligation. Provided	ed further, that if any legal action	n be filed on this Bond,	venue shall lie in Collin Cou	unty, Texas.
"PROVIDED,	HOWEVER, that this bond	is executed pursuant to the pro	visions Texas Governr	ment Code, Chapter 2253, as amen	ded, and Chapter 3503
of the Texas Insurance Co	ode, as amended, and all liabil	lities on this bond shall be deter	rmined in accordance v	with the provisions of said articles	to the same extent as if
they were fully copied at le	•				
•	•	-	•	d by the amount of any Change	
•	-	•		inge Order or Supplemental Agreer	
•	•	•		n, or addition to the terms of the C	
-				fect its obligation on this bond, an	d it does hereby waive
		or addition to the terms of the C		•	
· -	-	= =		materials and workmanship that ap	pear within a period of
· / •		e of the improvement by the OW			1 4-1144
_			an as the agent resider	nt to whom any requisite notice ma	ay be delivered and on
•	nay be had in matters arising of	• •	1.	1 6	20
	WHEREOF, the said Princip	oal and Surety have signed and s		hisday of	_ 20
WITNESS			PRINCIPAL		
			Printed/Typed Name	2	
			Title:		
			Company:		
			Address:		
WITNESS			SURETY		
			Printed/Typed Name	>	
				·	
			·		
			I 7.		
			Address:		
The Resident Agent of the	Surety for delivery of notice a	and service of process is:			
Name:					
Address:			Note:	Date of Bond must NOT be	
			<u>—</u>	prior to date of contract.	

INFORMATION REGARDING CONFLICT OF INTEREST QUESTIONNAIRE

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

For a copy of Form CIQ and CIS:

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

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

For a listing of current Collin County Officers:

http://www.collincountytx.gov/government/Pages/officials.aspx

At the time of this solicitation being released, the following are known to be involved in the planning, recommending, selecting, and contracting for the attached procurement:

Department:

Bill Burke - Director of Construction and Planning

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent Marci Chrismon, CPPB – Assistant Purchasing Agent Ruyue Ding – Buyer II

Commissioners Court:

Chris Hill - County Judge

Susan Fletcher - Commissioner Precinct No. 1

Cheryl Williams - Commissioner Precinct No. 2

Darrell Hale - Commissioner Precinct No. 3

Duncan Webb - Commissioner Precinct No. 4

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

	-
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	1
Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.)	ss day after the date on which
Name of local government officer about whom the information is being disclosed.	
Name of Officer	
Name of Officer	
Describe each employment or other business relationship with the local government off officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attack CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or lother than investment income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment of the local government officer or a family member of the officer AND the taxable local governmental entity? Yes No Describe each employment or business relationship that the vendor named in Section 1 no	th the local government officer. The additional pages to this Form ikely to receive taxable income, tincome, from or at the direction income is not received from the
other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.	
Check this box if the vendor has given the local government officer or a family member as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.	
7	
Signature of vendor doing business with the governmental entity	Date

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity

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

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

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

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

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
 - (2) the vendor:
 - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor:
 - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
 - (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
 - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
 - (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.



Request for Taxpayer Identification Number and Certification

send to the IRS. ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not

	I Name (as shown on your income tax return). Name is required on this line, do not leave this line blank.				
	2 Business name/disregarded entity name, if different from above				
n page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Ch following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):			
e. nso	single-member LLC	Exempt payee code (if any)			
typ ctio	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partner				
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classification of the single-member of LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the canother LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a sing is disregarded from the owner should check the appropriate box for the tax classification of its own	Exemption from FATCA reporting code (if any)			
Š	Other (see instructions)		(Applies to accounts maintained outside the U.S.)		
Spe	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name a	nd address (optional)		
See	6 City, state, and ZIP code				
	7 List account number(s) here (optional)				
Par	. ,				
	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	0.0	urity number		
	up withholding. For individuals, this is generally your social security number (SSN). However, fund alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	or a			
entitie	es, it is your employer identification number (EIN). If you do not have a number, see How to ge	t a			
TIN, la	ater.	or			
	If the account is in more than one name, see the instructions for line 1. Also see What Name	and Employer	er identification number		
Numb	per To Give the Requester for guidelines on whose number to enter.		-		
Par	t II Certification				
	r penalties of perjury, I certify that:				
1. The	e number shown on this form is my correct taxpayer identification number (or I am waiting for	a number to be iss	ued to me): and		
2. I ar Ser	n not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest of longer subject to backup withholding; and	I have not been n	otified by the Internal Revenue		
3. I ar	n a U.S. citizen or other U.S. person (defined below); and				
4. The	e FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting	g is correct.			
	ication instructions. You must cross out item 2 above if you have been notified by the IRS that your failed to report all interest and dividends on your tax return. For real estate transactions, item 2				

acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

U.S. person ▶ **General Instructions**

Signature of

Section references are to the Internal Revenue Code unless otherwise

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

Sign

Here

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date ▶

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.