



# Collin County Purchasing

**2023-090**

## **Construction, Emergency Generator Fueling System Replacement**

Issue Date: 1/10/2023

Questions Deadline: 1/31/2023 05:00 PM (CT)

Response Deadline: 2/9/2023 02:00 PM (CT)

Collin County Purchasing

### **Contact Information**

Contact: JD Griffin, CPPB Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4116

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Email: [jgriffin@co.collin.tx.us](mailto:jgriffin@co.collin.tx.us)

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**Collin County Justice Center**

**Emergency Generator Fueling**

**System Replacement**

**October 2022**



**MD ENGINEERING**

**MD Engineering, LLP Texas**

**Registered Engineering Firm F-7489**

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## SECTION 001116 - ADVERTISEMENT FOR BIDS

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

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

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

**\*\*NOTE:**

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

**SUBMIT NO LATER THAN:**

**2:00 P.M., Thursday, February 9, 2023**

**MARK ENVELOPE:**

**IFB 2023-090**

**Project: Construction, Emergency Generator  
Fueling System Replacement**

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

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 removal of one underground storage tank and the installation of six above ground storage tanks (ASTs) for the storage of diesel fuel. Two of the four proposed diesel ASTs located adjacent to the housing clusters will be 2,500 gallons, and the other two will be 3,000 gallons. The two diesel ASTs adjacent to the Central Plant will both be 12,000 gallons. The existing generators and day tanks will remain as is, and the piping components connecting them together will be replaced as needed with schedule 40 carbon steel piping in the sizes indicated on the plan sheets.

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

At the time of release of this solicitation, the opinion of probable construction cost for this contract is \$945,000.

Collin County uses Collin County eBid for the notification and dissemination of all solicitations for commodities and services. The receipt of solicitations through any other company may result in your receipt of incomplete specifications and/or 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.

COLLIN COUNTY APPRECIATES your time and effort in preparing a bid. Hard copy paper bid must be in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside as

outlined above. Please note that all bids must be received at the designated location by the deadline shown. Bids received after deadline shall be considered void and unacceptable. Collin County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the Collin County Purchasing Department shall be the official time of receipt. All bid forms provided in this Invitation for Bid must be completed prior to submission. Failure to complete the forms shall render your bid null and void. We would appreciate you indicating on your "NO BID" response any requirements of this bid request which may have influenced your decision to "NO BID".

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

No oral, telegraphic, telephonic or facsimile bids will be considered. **Bids submitted via email, CD-ROM, or Flash Drive will not be accepted.** Bids may be submitted in electronic format via Collin County eBid at <https://collincountytx.ionwave.net>

MANDATORY PRE-BID CONFERENCES AND SITE WALKS will be held by Collin County at **Collin County Central Plant, 2<sup>nd</sup> Floor Conference Room, 4600 Community Ave., McKinney TX., 75071, at 1:30 PM, Tuesday, January 24, 2023 and at 10:00 AM, Thursday, January 26, 2023** in order for bidders to ask questions regarding the proposed work. All Bidders desiring to bid the work should have a representative at one of the Pre-Bid conferences; Bidders that do not attend a minimum of one Pre-Bid Conference and Site Walk 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 bid. A sign in sheet will be provided by the Purchasing Representative at each meeting. These sign-in sheets will be the official record of attendance at the meetings. Bidders may attend both Pre-Bid Conferences and Site Walks but it is not required.

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

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

Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered. **Failure to submit a copy of bid security prior to bid opening shall be cause for rejection of bid.**

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

**BONDS:** Contractor must furnish a performance bond, payment bond and one (1) year maintenance bond within ten (10) consecutive calendar days following award of contract. The bonds shall be issued by a corporate surety in accordance with all Texas Law, including but not limited to, Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code, for public works projects.

## **SECTION 002113 - INSTRUCTIONS TO BIDDERS**

### **PART 1 - GENERAL REQUIREMENTS**

#### **1.1 RELATED DOCUMENTS**

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

#### **1.2 DEFINITIONS**

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



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

### 1.3 EXAMINATION OF DOCUMENTS AND SITE

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

### 1.4 BIDDING DOCUMENTS

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

### 1.5 BIDDING PROCEDURES

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

provide for the following bid items. Bidders shall provide all requested information. Prices bid/proposed shall *only* be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.

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

## 1.6 DISCREPANCIES AND AMBIGUITIES

Any interpretations, corrections and/or changes to an Invitation For Bid and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than 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, by facsimile, E-mail transmission or mailed via the US Postal Service.

- 1.6.1 Addenda will be transmitted to all that are known to have received a copy of the IFB and related Specifications. However, it shall be the sole responsibility of the Bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. Collin County eBid at <https://collincountytexas.com/ionwave.net>; telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Bidder's receipt of any addenda issued. Bidder shall acknowledge receipt of all addenda.

## 1.7 SUBSTITUTIONS

- A. Each bidder represents that his/her bid is based upon the materials and equipment described in the Bidding Documents.
- B. No substitution will be considered unless written request has been submitted to Collin County for Engineer for approval at least seven (7) consecutive calendar days prior to the date for receipt of bids. Submit substitution request forms to [jgriffin@co.collin.tx.us](mailto:jgriffin@co.collin.tx.us).
- C. If the Engineer and Owner approves a proposed substitution, such approval will be set forth in an Addendum.

## 1.8 QUALIFICATION OF BIDDERS

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

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

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

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

## 1.9 PREPARATION OF BID

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

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

#### 1.10 BID SECURITY

- A. Each bid must be accompanied by Bid Security (in accordance with instructions set forth in section 001116-Advertisement For Bids) made payable to Owner in an amount of five percent (5%) of the bidder's maximum bid price and in the form of a Cashier's Check or a Bid Bond, duly executed by bidder as principal and having as surety thereon, a corporate surety authorized and admitted to do business in the State of Texas and licensed to issue such bond, as a guarantee that the bidder will enter into a Contract and execute required Performance, Payment, and one (1) year Maintenance Bonds within ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract.
- B. The Bid Security of the contractor will be retained until such bidder has executed the Contract Agreement and furnished the required Contract Security, whereupon, the Bid Security will be returned. If the contractor fails to execute and deliver the Agreement and furnish the required Contract Security within ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, Owner may annul the award of contract and the Bid Security of that bidder will be forfeited. The Bid Security of the other bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh (7th) consecutive calendar day after the effective date of the Agreement or the ninety-fifth (95th) consecutive calendar day after the bid opening, whereupon, the Bid Security furnished by such bidders will be returned. Bid Security with bids which are not competitive will be returned within seven (7) consecutive calendar days after the contract award.
- C. Should the bidder to whom the Contract is awarded refuse or neglect to execute and file the contract and bonds within ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, Owner may annul award of Contract and the Bid Security filed with the bid shall become the property of Owner, not as a penalty, but as liquidated damages. Owner reserves the right to award canceled Contract to next responsible, lowest and best bidder as it deems to be in the best interest of the County.
- D. Owner will have the right to retain the bid security of all bidders until either:
  - 1. the Contract has been executed and the bonds have been furnished, or
  - 2. the specified time has elapsed so that bids may be withdrawn, or
  - 3. all bids have been rejected.

#### 1.11 PERFORMANCE BOND, LABOR & MATERIAL PAYMENT BOND, MAINTENANCE BOND

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

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

- C. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a one (1) year Maintenance Bond in the amount of ten percent (10%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond shall be executed by a corporate surety company duly authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. The Contractor shall notify its corporate surety of any Contract changes.
- D. The Contractor must demonstrate to Owner that it can secure the required performance and payment bonds, issued by a corporate surety company authorized and admitted to do business in the State of Texas and licensed to issue such a bond in the State of Texas. Contractor must also demonstrate that the bond is not in excess of ten percent (10%) of the corporate surety company's capital and surplus. To the extent the amount of the bond exceeds ten percent (10%) of the corporate surety company's capital and surplus, such bond will not be accepted unless bidder provides written certification that the corporate surety company has reinsured the portion of the risk that exceeds ten percent (10%) of the corporate surety company's capital and surplus with one or more insurers who are duly authorized, accredited or trusted to do business in the State of Texas. The amount reinsured by any reinsurer must not exceed ten percent (10%) of the reinsurer's capital and surplus.
- E. The Contractor must file with the performance bond and payment bond, all documents and information necessary to establish that the agent signing the bond is authorized to write the bond in the amount requested, and if applicable, that reinsurance requirements, have been met, including limits and ratings or other evidence of company solvency.
- F. If the corporate surety company on any bond furnished by Contractor to Owner is declared bankrupt or becomes insolvent or such corporate surety company's right to do business in the State of Texas is revoked, the Contractor shall within five (5) consecutive calendar days thereafter substitute another bond and corporate surety company, both of which shall be acceptable to Owner.

#### 1.12 FILING BID

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

- E. No bid, proposal, or submittal will be considered unless it is filed with the Owner Purchasing Department within the time limit for receiving bids as stated in the Advertisement for Bids or IFB. Each hard copy paper bid shall be in a sealed envelope plainly marked with the word "BID", and the name and bid number of the project as designated in the Advertisement for Bids or IFB.

#### 1.13 MODIFICATION AND WITHDRAWAL OF BID

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

#### 1.14 IRREGULAR BID

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

#### 1.15 REJECTION OF BID

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

#### 1.16 METHOD OF AWARD

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

- G. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by Collin County Purchasing Agent.

#### 1.17 EXECUTION OF CONTRACT

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

#### 1.18 FAILURE TO EXECUTE CONTRACT

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

#### 1.19 PURCHASE ORDER

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

#### 1.20 NOTICE TO PROCEED

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

#### 1.21 PAYMENT PROCEDURES

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

#### 1.22 AFFIDAVIT OF BILLS PAID



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

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

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

1.24 CONFLICT OF INTEREST

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

1.25 ETHICS

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

1.26 BID COMPLIANCE

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

1.27 DRUG FREE

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

| <u>SUBSTANCE</u>    | <u>MAXIMUM LEVEL</u> |
|---------------------|----------------------|
| Amphetamines        | 1000 NG/ML           |
| Barbiturates        | 300 NG/ML            |
| Benzodiazepines     | 300 NG/ML            |
| Cocaine Metabolite  | 300 NG/ML            |
| Opiates             | 300 NG/ML            |
| Phencyclidine (PCP) | 25 NG/ML             |

|                            |           |
|----------------------------|-----------|
| THC (Marijuana) Metabolite | 100 NG/ML |
| Methadone, Urinary         | 300 NG/ML |
| Methaqualone, Urine        | 300 NG/ML |
| Propoxyphene               | 300 NG/ML |

## 1.28 INDEMNIFICATION

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

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

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

## 1.29 CONSTRUCTION SCHEDULE

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

## 1.30 DELAYS AND EXTENSIONS OF TIME

- A. If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Engineer, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending mediation and arbitration,

or by other causes which the Engineer determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Engineer may determine.

- B. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction.
- C. Contractor's sole remedy for any delays in the project, which are not the fault of the Contractor, shall be an equitable extension of time to perform the work, required by the Contract. In no event shall the Contractor be entitled to make a claim for delay, impact or acceleration damages against the Owner.

#### 1.31 DAMAGES

A. Should the contractor fail to complete the project within the specified completion schedule the sum of \$200.00 per calendar day will be deducted from the moneys due the contractor for the work. This sum shall not be considered as a penalty, but rather as reasonable liquidated damages, since it would be impracticable or extremely difficult to fix the actual damages. An extension of time may be allowed for delays beyond the control of the contractor at the discretion of Owner.

#### 1.32 TERMINATION

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

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

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

#### 1.33 PATENTS - COPYRIGHTS

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

#### 1.34 VENUE; GOVERNING LAW

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

#### 1.35 ASSIGNMENT

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

### 1.36 SILENCE OF SPECIFICATION

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

### 1.37 PROVISION CONCERNING ESCALATOR CLAUSES

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

### 1.38 ESTIMATES OF QUANTITIES

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

### 1.39 TREE PROTECTION OUTSIDE LIMITS OF WORK

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

### 1.40 EXCAVATION/TRENCH SAFETY

#### A. TRENCH SAFETY

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

#### B. PAYMENT FOR TRENCH SAFETY

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

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

C. PAYMENT FOR SPECIAL SHORING

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

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

1.41 CONSTRUCTION STAKING

- A. Engineer will provide the Contractor with primary horizontal and vertical control to consist of one construction baseline and two benchmarks.
- B. The Contractor shall take all necessary precautions to preserve any and/or all markings and staking. Payment for costs of restaking shall be the responsibility of the Contractor.

1.42 PERMITS

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

1.43 MATERIALS TESTING

- A. Owner will be responsible for all materials testing.

1.44 STORM WATER PROTECTION

- A. The Contractor shall perform, track, participate, implement, and comply with storm water pollution prevention minimum control measures, protocols, and best management practices (BMP) and ensure that water quality standards are not violated in accordance with all regulations and policies as they apply to the Texas Pollutant Discharge Elimination System general permits. Applicable permits include: 1) Texas Construction General Permit (TXR150000).

Contractors will obtain permit coverage for construction activities disturbing over one acre of land (total acreage is cumulative across all portions of the project). BMPs include, but are not limited to:

- Preparing and implementing a site-specific Storm Water Pollution Prevention Plan (SWPPP) as outlined in the permit and prior to any soil disturbance.
- Installing and managing erosion and sediment control.
- Make available, upon request, permit associated documentation.
- Practicing spill prevention and good housekeeping.
- Meeting the requirements of the MS4 permit.

#### 1.45 WAGE SCALE

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

"General Decision Number: 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 | Rates | Fringes |
|---------------------|------------------|-------|---------|
| 0                   | 01/07/2022       |       |         |
| 1                   | 01/21/2022       |       |         |
| 2                   | 02/18/2022       |       |         |
| 3                   | 02/25/2022       |       |         |
| 4                   | 04/29/2022       |       |         |
| 5                   | 08/05/2022       |       |         |
| ASBE0021-011        | 08/01/2017       |       |         |

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

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BOIL0074-003 01/01/2021

Rates      Fringes

BOILERMAKER.....\$ 29.47      24.10

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CARP1421-002 10/01/2021

Rates      Fringes

MILLWRIGHT.....\$ 29.58      11.27

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ELEV0021-006 01/01/2022

Rates      Fringes

ELEVATOR MECHANIC.....\$ 45.54      36.885+a+b

FOOTNOTES:

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

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

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ENGI0178-005 06/01/2020

Rates      Fringes

POWER EQUIPMENT OPERATOR  
(1) Tower Crane.....\$ 32.85      13.10  
(2) Cranes with Pile  
Driving or Caisson

|  |       |
|--|-------|
| Attachment and Hydraulic<br>Crane 60 tons and above.....\$ 28.75 | 10.60 |
| (3) Hydraulic cranes 59<br>Tons and under.....\$ 32.35           | 13.10 |

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\* IRON0263-005 06/01/2022

| Rates  | Fringes |
|--|---------|
| IRONWORKER (ORNAMENTAL AND<br>STRUCTURAL).....\$ 27.14 | 7.68    |

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PLUM0100-005 11/01/2021

| Rates  | Fringes |
|--|---------|
| HVAC MECHANIC (HVAC Unit<br>Installation Only).....\$ 34.48  | 13.07   |
| PIPEFITTER (Excludes HVAC<br>Pipe Installation).....\$ 34.48 | 13.07   |

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\* SUTX2014-015 07/21/2014

| Rates   | Fringes |
|---|---------|
| BRICKLAYER.....\$ 21.06   | 0.00    |
| CARPENTER, Excludes Drywall<br>Hanging, Form Work, and Metal<br>Stud Installation.....\$ 15.78                            | 0.00    |
| CAULKER.....\$ 15.16  | 0.00    |
| CEMENT MASON/CONCRETE FINISHER...\$ 13.04 **  | 0.00    |
| DRYWALL HANGER AND METAL STUD<br>INSTALLER.....\$ 13.00 **  | 0.00    |
| ELECTRICIAN (Alarm<br>Installation Only).....\$ 20.93   | 3.86    |
| ELECTRICIAN (Communication<br>Technician Only).....\$ 15.35   | 1.39    |
| ELECTRICIAN (Low Voltage<br>Wiring Only).....\$ 17.04   | 1.39    |
| ELECTRICIAN, Excludes Low<br>Voltage Wiring and<br>Installation of Alarms/Sound<br>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<br>(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 -<br>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<br>Irrigation.....         | \$ 10.55 ** | 0.00 |
| LATHER.....                                       | \$ 16.00    | 0.00 |
| OPERATOR:   |             |      |
| Backhoe/Excavator/Trackhoe.....                   | \$ 12.83 ** | 0.00 |
| OPERATOR: Bobcat/Skid<br>Steer/Skid Loader.....   |             |      |
|   | \$ 13.93 ** | 0.00 |
| OPERATOR: Bulldozer.....                          | \$ 18.29    | 1.31 |
| OPERATOR: Drill.....                              | \$ 15.69    | 0.50 |
| OPERATOR: Forklift.....                           | \$ 13.21 ** | 0.81 |
| OPERATOR: Grader/Blade.....                       | \$ 13.03 ** | 0.00 |
| OPERATOR: Loader.....                             | \$ 13.46 ** | 0.85 |

|   |             |      |
|---|-------------|------|
| OPERATOR: Mechanic.....   | \$ 17.52    | 3.33 |
| OPERATOR: Paver (Asphalt,<br>Aggregate, and Concrete).....                      | \$ 18.44    | 0.00 |
| OPERATOR: Roller.....   | \$ 15.04    | 0.00 |
| PAINTER (Brush, Roller and<br>Spray), Excludes Drywall<br>Finishing/Taping..... | \$ 13.35 ** | 5.10 |
| PAINTER: Drywall<br>Finishing/Taping Only.....                                  | \$ 14.24 ** | 3.83 |
| PIPEFITTER (HVAC Pipe<br>Installation Only).....                                | \$ 20.45    | 4.00 |
| PLASTERER.....  | \$ 16.58    | 0.00 |
| PLUMBER, Excludes HVAC Pipe<br>Installation.....                                | \$ 22.46    | 4.06 |
| ROOFER.....   | \$ 17.19    | 0.00 |
| SHEET METAL WORKER (HVAC Duct<br>Installation Only).....                        | \$ 21.13    | 4.79 |
| SHEET METAL WORKER, Excludes<br>HVAC Duct Installation.....                     | \$ 24.88    | 5.97 |
| SPRINKLER FITTER (Fire<br>Sprinklers).....                                      | \$ 37.50    | 0.00 |
| TILE FINISHER.....  | \$ 11.22 ** | 0.00 |
| TILE SETTER.....  | \$ 14.25 ** | 0.00 |
| TRUCK DRIVER: 1/Single Axle<br>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<br>Truck.....  | \$ 12.50 ** | 0.00 |
| TRUCK DRIVER: Water Truck.....  | \$ 12.00 ** | 4.11 |

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

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\*\* 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)).

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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.

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### 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.

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END OF GENERAL DECISION"

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

1.46 Collin County Purchasing Department shall serve as Contract Administrator or shall supervise agents designated by Collin County.

1.47 All warranties shall be stated as required in the Uniform Commercial Code.

1.48 The Contractor and Collin County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

1.49 Contractor shall not fraudulently advertise, publish or otherwise make reference to the existence of a contract between Collin County and Contractor for purposes of solicitation. As exception, Contractor may refer to Collin County as an evaluating reference for purposes of establishing a contract with other entities.

1.50 Contractor shall provide Collin County with diagnostic access tools at no additional cost to Collin County, for all Electrical and Mechanical systems, components, etc., procured through this contract.

- 1.51 **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 property or facilities. Upon request, Vendor/Contractor/Provider shall provide list of individuals to Collin County within five (5) working days.
- 1.52 Vendors/Contractors/Providers must be in compliance with the Immigration and Reform Act of 1986 and all employees specific to this solicitation must be legally eligible to work in the United States of America.
- 1.53 **CERTIFICATION OF ELIGIBILITY:** This provision applies if the anticipated Contract exceeds \$100,000.00 and as it relates to the expenditure of federal grant funds. By submitting a bid or proposal in response to this solicitation, the Bidder/Quoter/Offeror certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the Bidder/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.
- 1.54 **NOTICE TO CONTRACTORS:** The Collin County Detention Facility houses persons who have been charged with and/or convicted of serious criminal offenses. When entering the Detention Facility, you could: (1) hear obscene or graphic language; (2) view partially clothed male inmates; (3) be subjected to verbal abuse or taunting; (4) risk physical altercations or physical contact, which could be minimal or possibly serious; (5) be exposed to communicable or infectious diseases; (6) be temporarily detained or prevented from immediately leaving the Detention Facility in the case of an emergency or "lockdown; and (7) subjected to a search of your person or property. While the Collin County Sheriff's Office takes every reasonable precaution to protect the safety of visitors to the Detention Facility, because of the inherently dangerous nature of a Detention Facility and the type of the persons incarcerated therein, please be advised that the possibility of such situations exist and you should carefully consider such risks when entering the Detention Facility. By entering the Collin County Detention Facility, you acknowledge that you are aware of such potential risks and willingly and knowingly choose to enter the Collin County Detention Facility.
- 1.55 Contractors doing business with OWNER agree to comply with Federal Executive Order 13465 E-Verify. It is OWNER's intention and duty to comply and support the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. According to the INA, contractors/employers may hire only persons who may legally work in the United States. Subsequently, contractors and subcontractors doing business with OWNER must confirm their enrollment in the E-Verify system which verifies employment eligibility through completion and checking of I-9 forms. OWNER reserves the right to audit contractors' process to verify enrollment compliance.
- 1.56 **INSURANCE REQUIREMENTS**
- A. **CONTRACTOR'S INSURANCE**
1. 1. Before commencing work, the CONTRACTOR shall be required, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverages required herein, indicating the coverage is to remain in force throughout the term of this Contract. CONTRACTOR shall also be required to furnish the Collin County Purchasing Agent with certified copies of subcontractor's insurance certificates required by the Texas Department of Insurance, Division of Workers' Compensation, section 406.096(b), and coverages required herein in section 4.2. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each

subcontractor, at their own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates of each policy for the CONTRACTOR and each subcontractor shall be delivered to the OWNER before any work is started, along with a written statement from the issuing company stating that said policy shall not be canceled, nonrenewed or materially changed without 30 days advance written notice being given to the OWNER.

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

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

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

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

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

General Aggregate \$2,000,000

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

Personal and Advertising Injury \$ 1,000,000

Each Occurrence \$ 1,000,000

Contractor's Pollution Liability \$1,000,000 (Occurrence Form)

1. The policy shall include coverage extended to apply to completed operations, asbestos hazards (if this project involves work with asbestos) and XCU (explosion, collapse and underground) hazards. The completed operations coverage must be

maintained for a minimum of one year after final completion and acceptance of the work, with evidence of same filed with OWNER.

- D. Comprehensive automobile and truck liability insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence; or separate limits of \$1,000,000 for bodily injury (per person), \$1,000,000 for bodily injury (per accident) and \$1,000,000 for property damage. Such insurance shall include coverage for loading and unloading hazards.
- E. **OWNER'S PROTECTIVE LIABILITY INSURANCE**  
CONTRACTOR shall obtain, pay for and maintain at all times during the prosecution of the work under this contract an OWNER'S protective liability insurance policy naming the OWNER as insured for property damage and bodily injury, which may arise in the prosecution of the Work or CONTRACTOR'S operations under this Contract. Coverage shall be on an "occurrence" basis, and the policy shall be issued by the same insurance company that carries the CONTRACTOR'S liability insurance with a combined bodily injury and property damage minimum limit of \$1,000,000 per occurrence and \$1,000,000 aggregate.
- F. **"UMBRELLA" LIABILITY INSURANCE**  
CONTRACTOR shall obtain, pay for and maintain umbrella liability insurance during the contract term, insuring CONTRACTOR for an amount of not less than \$1,000,000 per occurrence combined limit for bodily injury and property damage that follows from and applies in excess of the primary liability coverages required hereinabove. The policy shall provide "drop down" coverage where underlying primary insurance coverage limits are insufficient or exhausted. OWNER shall be named as an additional insured.
- G. **RAILROAD PROTECTIVE INSURANCE**  
When required in the Special Provisions, CONTRACTOR shall obtain, maintain and present evidence of railroad protective insurance (RPI). The policy shall be in the name of the railroad company having jurisdiction over the right-of-way involved. The minimum limit of coverage shall meet the specifications provided by the railroad company. The OWNER shall specify the amount of RPI necessary.
- H. **POLICY ENDORSEMENTS AND SPECIAL CONDITIONS**
1. Each insurance policy to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:
    - (a) each policy shall name the OWNER as an additional insured as to all applicable coverage;
    - (b) each policy shall require that 30 days prior to the cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to OWNER by certified mail;
    - (c) the term "OWNER" shall include all past, present or future, authorities, boards, bureaus, commissions, divisions, departments and offices of the OWNER and individual members, elected official, officers, employees and agents thereof in their official capacities and/or while acting on behalf of the OWNER;



- (d) the policy phrase “other insurance” shall not apply to the OWNER where the OWNER is an additional insured on the policy;
- (e) all provisions of the contract concerning liability, duty and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies;
- (f) each policy shall contain a waiver of subrogation in favor of OWNER, and its, past, present and future, officials, employees, and volunteers; and, (g) each certificate of insurance shall reference the Project and Contract number, contain all the endorsement required herein, and require a notice to the OWNER of cancellation.

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

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

3. CONTRACTOR agrees to the following:

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

1.57 Vendors/Contractors/Providers must be in compliance with the provisions of Section 2252.152 and Section 2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may

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

1.58 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.

1.59 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.

# Section 004100 - Bid Form



## Collin County Purchasing

**2023-090**

### **Construction, Emergency Generator Fueling System Replacement**

Issue Date: 1/10/2023

Questions Deadline: 1/31/2023 05:00 PM (CT)

Response Deadline: 2/9/2023 02:00 PM (CT)

Collin County Purchasing

### **Contact Information**

Contact: JD Griffin, CPPB Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4116

Fax: (972) 548-4694

Email: [jgriffin@co.collin.tx.us](mailto:jgriffin@co.collin.tx.us)

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## Event Information

Number: 2023-090  
Title: Construction, Emergency Generator Fueling System Replacement  
Type: Invitation for Bid - Construction  
Issue Date: 1/10/2023  
Question Deadline: 1/31/2023 05:00 PM (CT)  
Response Deadline: 2/9/2023 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 removal of one underground storage tank and the installation of six above ground storage tanks (ASTs) for the storage of diesel fuel. Two of the four proposed diesel ASTs located adjacent to the housing clusters will be 2,500 gallons, and the other two will be 3,000 gallons. The two diesel ASTs adjacent to the Central Plant will both be 12,000 gallons. The existing generators and day tanks will remain as is, and the piping components connecting them together will be replaced as needed with schedule 40 carbon steel piping in the sizes indicated on the plan sheets. Please log in to view bid documents.

## Ship To Information

Address: Central Plant  
4600 Community Ave.  
McKinney, TX 75071

## Billing Information

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

## Bid Activities

### Mandatory Pre-Bid Conference

1/24/2023 1:30:00 PM (CT)

A MANDATORY PRE-BID CONFERENCE AND SITE WALK will be held at Collin County Central Plant, 2nd Floor Conference Room, 4600 Community Ave., McKinney, TX., 75071, at 1:30 PM, Tuesday, January 24, 2023 for bidders to ask questions regarding the proposed work. All Bidders desiring to bid the work shall have a representative at a minimum of one of the two pre-bid conferences. Bidders may attend both conferences but it is not required.

### Mandatory Pre-Bid Conference

1/26/2023 10:00:00 AM (CT)

A MANDATORY PRE-BID CONFERENCE AND SITE WALK will be held at Collin County Central Plant, 2nd Floor Conference Room, 4600 Community Ave., McKinney, TX., 75071, at 10:00 AM, Thursday, January 26, 2023 for bidders to ask questions regarding the proposed work. All Bidders desiring to bid the work shall have a representative at a minimum of one of the two pre-bid conferences. Bidders may attend both conferences but it is not required.

## Bid Attachments

### LEGAL NOTICE, 2023-090.doc

Legal Notice

[Download](#)

### CCJC Generator Fueling System - Project Manual.pdf

Project Manual

[View Online](#)

### CCJC Generator Fueling System - Project Drawings.pdf

Drawings

[View Online](#)

## Requested Attachments

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### Bid Bond

*(Attachment required)*

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

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

Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered. Failure to submit a copy of bid security prior to bid opening shall be cause for rejection of bid.

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

### W-9

*(Attachment required)*

### Conflict of Interest Questionnaire

### Bid Attributes

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|          |   |
|----------|---|
| <b>1</b> | <b>eBid Notice</b><br>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.<br><br><hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p> |
| <b>2</b> | <b>Contact Information</b><br>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.<br><br><hr/> <hr/> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 4000 characters allowed)</i></p>   |
| <b>3</b> | <b>Calendar Days Bid</b><br>Please state the consecutive calendar days bid from notice to proceed through completion of project.<br><input type="text"/><br><p><i>(Required: Numbers only)</i></p>  |

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**4 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)*

**5 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)*

**6 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)*

**7 Subcontractors**

State the business name of all subcontractors and the type of work they will be performing under this contract. If you are fully qualified to self-perform the entire contract, please respond with "Not Applicable-Self Perform".

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 4000 characters allowed)*

**8 Reference No. 1**

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

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*(Required: Maximum 4000 characters allowed)*

**9 Reference No. 2**

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

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*(Required: Maximum 4000 characters allowed)*

**10 Reference No. 3**

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

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*(Required: Maximum 4000 characters allowed)*

**1**  
**1** **Preferential Treatment**

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

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

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*(Required: Maximum 4000 characters allowed)*

**1**  
**2** **Debarment Certification**

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

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*(Required: Maximum 1000 characters allowed)*

**1**  
**3** **Immigration and Reform Act**

I declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America. I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable by Collin County. Please initial.

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*(Required: Maximum 1000 characters allowed)*

**1**  
**4** **Disclosure of Certain Relationships**

Chapter 176 of the Texas Local Government Code requires that any vendor considering doing business with a local government entity disclose the vendor's affiliation or business relationship that might cause a conflict of interest with a local government entity. Subchapter 6 of the code requires a vendor to file a conflict of interest questionnaire (CIQ) if a conflict exists. By law this questionnaire must be filed with the records administrator of Collin County no later than the 7th business day after the date the vendor becomes aware of an event that requires the statement to be filed. A vendor commits an offense if the vendor knowingly violates the code. An offense under this section is a misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Collin County County Clerk's Office located at 2300 Bloomdale Rd., Suite 2104, McKinney, TX 75071. Please initial.

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*(Required: Maximum 1000 characters allowed)*



**1**  
**5** **Anti-Collusion Statement**

Bidder certifies that its Bid/Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid/Proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in Agreement cancellation, return of materials or discontinuation of services and the possible removal from bidders list. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**1**  
**6** **Disclosure of Interested Parties**

Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Section 2252.908 requires the disclosure form (Form 1295) to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. Section 2252.908 applies only to a contract entered into on or after January 1, 2016. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**1**  
**7** **Critical Infrastructure Affirmation**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**1**  
**8** **Energy Company Boycotts**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**19 Firearm Entities and Trade Associations Discrimination**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**20 Notification Survey**

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

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

*(Required: Check only one)*

**21 Bid Bond Acknowledgement**

I understand that accompanying this bid, is a certified check, cashier's check or Bid Bond in the amount of five percent (5%) of the total amount bid. Bidders submitting a bid via Collin County eBid shall upload a Bid Bond at <https://collincountytx.ionwave.net>. Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 4000 characters allowed)*

**2** **Construction Acknowledgement**

Bidder, declares that the only person or parties interested in this bid are those principals named herein, that his/her bid is made without collusion with any other person, firm or corporation, that he/she has carefully examined the Contract Documents including the Advertisement for Bids, Instruction to Bidders, Construction Agreement, Specifications and the Drawings, therein referred to and has carefully examined the locations, conditions and classes of materials for the proposed work, and agrees that he/she will provide all the necessary labor, machinery, tools, equipment, apparatus and other items incidental to construction and will do all the work and furnish all the materials called for in the Contract Documents in the manner prescribed therein. Bidder hereby declares that he/she has visited the site of the Work and has carefully examined the Contract Documents pertaining to the Work covered by the above Bid, and he/she further agrees to commence work within ten (10) consecutive calendar days after date of written Notice to Proceed and to substantially complete the work on which he/she has bid within the number of days specified subject to such extensions of time allowed by Specifications. Bidder certifies that the bid prices contained in this bid have been carefully checked and are submitted as correct and final. The prices have been shown in words and figures for each item listed in this bid and it is understood that in the event of a discrepancy, the words shall govern. Please initial.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
*(Required: Maximum 1000 characters allowed)*

**Bid Lines**

**1** **Package Header**

Bid Grand Total

Quantity:   1   UOM:   lump sum   Total: \$

Item Notes:   Lines 1.1 and 1.2 must add up to the Bid Grand Total  

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

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

**Package Attributes**

**1. Bid Grand Total- Written in Words**

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Required: Maximum 4000 characters allowed)*

## Package Items

### 1.1 Total Material Cost Incorporated in Project

(Response required)

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

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid  
 Additional notes  
(Attach separate sheet)

### 1.2 Total Labor Cost Incorporated in Project

(Response required)

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

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- No bid  
 Additional notes  
(Attach separate sheet)

## 2 Unit Prices

(Line excluded from response total)

Supplier Notes: \_\_\_\_\_  
\_\_\_\_\_

- Additional notes  
(Attach separate sheet)

## Item Attributes

### 1. Unit Price Per Ton for Disposal of Hydrocarbon Contaminated Soils

Refer to Sheet GN-1, General Notes, Paragraph 13.

\$

(Required: Numbers only)

### 2. Unit Price Per Gallon for Disposal of Hydrocarbon Contaminated Liquids

Refer to Sheet GN-1, General Notes, Paragraph 13.

\$

(Required: Numbers only)

## Supplier Information

---

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

## Supplier Notes

---

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Signature*

---

**004313 BID BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

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

**SIGNED, SEALED and DATED** this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_\_.

**WHEREAS**, the Principal is herewith submitting its proposal for IFB 2023-090, Construction, Emergency Generator Fueling System Replacement.

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

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

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

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

**Revised 11/2008**

**SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM**

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

Bidder: \_\_\_\_\_

Project No: **IFB 2023-090**

Project: **Construction, Emergency Generator Fueling System Replacement**

Section: \_\_\_\_\_

Article/ Paragraph: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Proposed Model No.: \_\_\_\_\_

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

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

The undersigned warrants and represents:

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

Submitted By: \_\_\_\_\_

Signed: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

**REVIEW & ACTION (Initial)**

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

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

\_\_\_\_\_ Substitution rejected - Use specified materials.

\_\_\_\_\_ Substitution Request received too late - Use specified materials.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Supporting Data Attached: \_\_\_ Drawings \_\_\_ Product Data \_\_\_ Samples \_\_\_ Tests \_\_\_ Reports \_\_\_ Other

END OF REQUEST FORM

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

During the 79<sup>th</sup> 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 84<sup>th</sup> Legislative Session. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with Collin County, including family, business, and financial relationships such persons may have with Collin County officers or employees involved in the planning, recommending, selecting and contracting of a vendor for this procurement.

For a copy of Form CIQ and CIS:

[http://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](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:

Jon Kleinheksel – Director of Public Works  
Mark Hines – Assistant Director Road & Bridge Maintenance  
Steven Asher – Equipment Services Manager  
Liz Gray – Fleet Analyst  
Nate Pritchett – Asset Management Technician  
Rick Monk – Director of Facilities  
Laszlo Vadasz – Facilities Superintendent

Purchasing:

Michelle Charnoski, NIGP-CPP, CPPB – Purchasing Agent  
Marci Chrismon, CPPB – Asst. Purchasing Agent  
J. D. Griffin, CPPB – Senior Buyer

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

Advisors:

MD Engineering, L.P., L.L.P.  
1255 W. 15th St., Ste. 300  
Plano, TX 75075

CDS Muery  
100 NE Loop 410, Ste. 300  
San Antonio, TX 78216

Remainder of page intentionally left blank

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

## OFFICE USE ONLY

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

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

\_\_\_\_\_  
Name of Officer

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

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

Yes       No

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

Yes       No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

## 005213 CONSTRUCTION AGREEMENT

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

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

### CONTRACT SUM

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

### EFFECTIVE DATE

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

## I. CONTRACT GENERAL PROVISIONS

### 1.1 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Special Provisions or Conditions:** The special clauses of the Contract, or Contract Documents, setting forth conditions or requirements peculiar to the specific Project involved, supplementing the standard or general specifications and taking

precedence over any conditions or requirements of the standard or general specifications with which they are in conflict.

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

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

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

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

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

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

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

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

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

**Working Day:** A working day is defined as a calendar day not including Saturdays, Sundays or those legal holidays as specified in the list prepared by the OWNER for contract purposes. Nothing in this definition shall be construed as prohibiting the CONTRACTOR from working on Saturdays if he so desires, however permission of

the OWNER shall be necessary if the CONTRACTOR chooses to work on Saturday. Work on Sundays shall not be permitted without the written permission of the OWNER. If Saturday or Sunday work is permitted, working time shall be charged on the same basis as week days. Where the working time is expressed as calendar days or a specific date, the concept of working days shall no longer be relevant to the contract.

## **CONTRACT DOCUMENTS**

- 1.2 The parties agree that the Contract Documents shall consist of the following documents in addition to any other documents referenced or incorporated herein:
- A. This written Construction Agreement, including any changes or modifications;
  - B. All addenda including the following listed and numbered addenda:  
Addendum No. 1 dated \_\_\_\_\_ Received \_\_\_\_\_  
Addendum No. 2 dated \_\_\_\_\_ Received \_\_\_\_\_
  - C. Advertisement for Bids, Instructions to Bidder, the Invitation to Bid and Bid Form;
  - D. The Special/Supplemental Conditions;
  - E. The Specifications and the Project Drawings (if any);
  - F. The Construction Details shown on plans;
  - G. The Standard Specifications and Standard Drawings from the Public Works Construction Standards-North Central Texas Council of Governments, 2004 edition and all subsequent addendums;
  - H. The Performance Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price;
  - I. The Payment Bond in the sum of ONE HUNDRED PERCENT (100%) of the total Contract Price; and,
  - J. The one (1) year Maintenance Bond in the sum of TEN PERCENT (10%) of the total Contract Price.

### 1.2.1 PRIORITY OF THE CONTRACT DOCUMENTS

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

### 1.2.2 THE CONTRACT

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

## 1.3 CORRELATION AND INTENT OF DOCUMENTS



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

### 1.3.1 CONTRACT DRAWINGS AND SPECIFICATIONS

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

### 1.3.2 SUPPLEMENTAL DRAWINGS AND SPECIFICATIONS

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

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

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

written Change Order to be issued in accordance with the Contract Documents.

### 1.3.3 ERRORS AND CORRECTIONS IN DRAWINGS AND SPECIFICATIONS

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

### 1.3.4 EXISTING STRUCTURES

The plans show the general locations of some known surface and subsurface structures. The locations of many gas mains, water mains, conduits, sewers, other utilities, etc., however, are unknown, and the OWNER assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact locations. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for Extra Work or for increasing the pay quantities in any manner whatsoever. The CONTRACTOR shall be solely responsible for locating all gas mains, water mains, conduits, sewers, other utilities etc., so as to perform the Work without damaging the same.

## II. THE WORK

### 2.1 SCOPE OF WORK

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the Contract Documents in connection with **IFB 2023-090, Construction, Emergency Generator Fueling System Replacement.**

### 2.2 CHANGE OR MODIFICATION OF CONTRACT

#### 2.2.1 ALTERATION OF PLANS AND SPECIFICATIONS

The OWNER reserves the right to make such changes in the plans and specifications and in the character of the work as may be necessary or desirable to insure completion in the most satisfactory manner, provided

such changes do not materially alter the original plans and specifications or change the general nature of the Work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract or bonds. Such changes shall be issued by the Engineer.

#### 2.2.2 INCREASED OR DECREASED QUANTITIES OF WORK

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

#### 2.2.3 EXTRA WORK/CHANGE ORDERS

When any work is necessary to the proper completion of the Project and for which no prices are provided for in the Bid or Proposal and Contract, the CONTRACTOR shall do such work, but only when and as ordered in writing by the OWNER. The OWNER may order changes in the Work without invalidating Contract. Payment for Extra Work shall be made as provided herein. Contractor agrees that overhead and profit for Extra Work shall not exceed 10% of the total cost of the Extra Work. The Contractor shall not be entitled to any additional funds for any work or Extra Work performed on the Project, unless a Change Order is issued and signed by the Owner. The CONTRACTOR shall perform the work as altered, whether increased or decreased, and no allowances shall be made for anticipated profits. Nothing in this section shall give rise to any claims for any delay or acceleration damages, and the CONTRACTORS sole remedy for any delays in the Project shall remain an equitable extension of time as provided for in the Contract Documents. CONTRACTOR acknowledges and agrees to waive all rights or claims for compensation for any additional or other work not specifically authorized by the OWNER.

### 2.3 DISPUTED WORK AND CLAIMS FOR ADDITIONAL COMPENSATION

If the CONTRACTOR is of the opinion that (a) the work necessary or required to accomplish the result intended by this Contract, or (b) any work ordered to be done as Contract Work by the OWNER is Extra Work and not Contract Work, or (c) any determination or order of the OWNER violates the terms and provisions of this Contract, the CONTRACTOR shall promptly, either before proceeding

with such work or complying with such order or determination, notify the OWNER in writing of his contentions with respect thereto and request a final determination thereof.

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

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

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

In addition to the foregoing requirements, the CONTRACTOR shall, upon notice from the OWNER, produce for examination for a minimum period of three (3) years following final payment or termination of contract and audit at the CONTRACTOR'S office, by the representatives of the OWNER, all his books and records showing all of his acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the CONTRACTOR may be present.

Unless the aforesaid requirements and conditions are complied with by the CONTRACTOR, the OWNER shall be released from all claims arising under, relating to or by reason of disputed work or Extra Work. It is further stipulated and agreed that no conduct on the part of the OWNER or any agent or employee of the OWNER shall ever be construed as a waiver of the requirements of this section, when such requirements constitute an absolute condition precedent to any

approval of any claim for extra compensation, notwithstanding any other provisions of the Contract Documents; and in any action against the OWNER to recover any sum in excess of the contract amount, the CONTRACTOR must allege and prove strict compliance with the provisions of this section. The CONTRACTOR ASSUMES THE RISK OF NONPAYMENT, for failing to comply with any of the requirements of this section.

### **III. CONTRACTORS RESPONSIBILITIES**

#### **3.1 CONTRACTOR'S REPRESENTATIONS, WARRANTIES AND ASSURANCES.**

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

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

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

##### **3.1.1 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

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

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

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

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

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

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

G. the CONTRACTOR shall be responsible for delays caused by rejection of the submittal of inadequate or incorrect shop drawings, product data or

samples. The CONTRACTOR shall be responsible for seeing that any “approved” copies of shop drawings bearing the approval of the Engineer are allowed on the job site. The CONTRACTOR shall be responsible for providing all copies of approved shop drawings necessary for the construction operations.

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

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

### 3.1.2 SURETY BONDS

With the execution and delivery of the contract, the CONTRACTOR shall furnish and file with the OWNER in the amounts herein required, the surety bonds specified hereunder. Without exception, the OWNER’S bond forms, attached hereto as Section 00610 and 00611 must be used, and exclusive venue for any lawsuit in connection with such bonds shall be specified as the county in which the OWNER’S principal office is located. Such surety bonds shall be in accordance with Texas Law, including but not limited to, the provisions of Chapter 2253 of the Texas Government Code and Chapter 3503 of the Texas Insurance Code. These bonds shall automatically be increased by the amount of any change order or supplemental agreement which increases the contract price with or without notice to the surety, but in no event shall a change which reduces the contract amount reduce the penal amount of such bonds.

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

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

C. Maintenance Bond. A good and sufficient bond in an amount not less than ten percent (10%) of the total amount of the Contract Price guaranteeing the project against defects.

D. Sureties. No sureties shall be accepted by the OWNER who are now in default or delinquent on any bonds or who are interested in any litigation against the OWNER. All bonds shall be made on forms furnished by the OWNER and shall be executed by not less than one corporate surety authorized to do business in the State of Texas and acceptable to the OWNER. The sureties shall be listed in the most current Federal Register Treasury List. Each bond shall be executed by the CONTRACTOR and surety. Each surety shall designate an agent resident in the OWNER'S jurisdictional area acceptable to the OWNER to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship. The OWNER reserves the right to reject any and all sureties.

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

### 3.1.3 PERMITS AND FEES

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

### 3.14 CONTRACT DOCUMENTS AT SITE

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



to the OWNER upon completion of the Project, along with a complete set of as built drawings.

## 3.2 CONTRACTOR'S RESPONSIBILITIES

### 3.2.1 PERFORMANCE OF THE WORK

In addition to those matters elsewhere expressly made the responsibility of the CONTRACTOR, the CONTRACTOR shall have the full and direct responsibility for the performance and completion of the Work under this Contract and for any act or neglect of the CONTRACTOR, his agents, employees or subcontractors. He shall bear all losses, if any, resulting on account of the amount and character of the Work, or because the conditions under which the work must be done are different from what were estimated or anticipated by him, or because of weather, floods, elements or other causes.

### 3.2.2 MEANS AND METHODS OF CONSTRUCTION

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

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

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

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

### 3.2.3 CONSTRUCTION SCHEDULE

The CONTRACTOR, immediately after being awarded the contract, shall prepare and submit for the OWNER, and Engineer's information an estimated progress schedule for the work. The progress schedule shall be related to the entire Project to the extent required by the Contract Documents and shall provide for expeditious and reasonable execution of the work, not to exceed the time limits for completion provided in the Contract Documents. The progress schedule shall be updated as the Work proceeds or the schedule changes and immediately upon request by the OWNER. The CONTRACTOR shall also prepare a schedule of submittals that allows for a reasonable time for the OWNER or Engineer to review the submittals so as not to delay the Project.

### 3.2.4 TIME OF PERFORMANCE OF THE WORK

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

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

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

### 3.2.5 PERFORMANCE OF EXTRA OR DISPUTED WORK

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

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

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

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

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

### 3.3 QUALITY OF WORK

#### 3.3.1 INSPECTION AND TESTS

The CONTRACTOR shall furnish the OWNER with every reasonable accommodation and opportunity to ascertain whether or not the work performed is in accordance with the requirements and intent of the plans and specifications. Any work done or materials used without suitable

inspection by the OWNER may be ordered removed and replaced at the CONTRACTOR'S expense. The CONTRACTOR shall not be relieved from his obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the OWNER in his administration of the contract, or by inspections, tests or approvals required or performed by persons other than the CONTRACTOR.

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

### 3.3.2 REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK

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

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

### 3.3.3 WORKING AREA; COORDINATION WITH OTHER CONTRACTORS; FINAL CLEANUP

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

site or public right-of-way with his construction equipment, plant or materials.

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

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

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

### 3.4 LEGAL RESPONSIBILITIES

#### 3.4.1. PATENTS AND COPYRIGHTS

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

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

and satisfactory evidence to that effect shall have been furnished the OWNER.

### 3.4.2 INDEMNIFICATION

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

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

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

## 3.5 SUPERVISION AND CONSTRUCTION PROCEDURES

### 3.5.1. SUPERVISION BY CONTRACTOR

The status of the CONTRACTOR is that of an independent CONTRACTOR under Texas law and the work under this Contract shall

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

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

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

#### 3.5.2 EMPLOYEES

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

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

#### 3.5.3 LABOR AND MATERIALS

Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper

execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated into the work.

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

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

#### 3.5.4 WAGE SCALE

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

"General Decision Number: 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       |       |         |
| ASBE0021-011 08/01/2017  |                  |       |         |
|  |                  | Rates | Fringes |
| ASBESTOS WORKER/HEAT & FROST<br>INSULATOR (Duct, Pipe and<br>Mechanical System Insulation)....\$ 25.87 |                  |       |         |
|  |                  |       | 7.23    |
| -----  |                  |       |         |
| BOIL0074-003 01/01/2021  |                  |       |         |
|  |                  | Rates | Fringes |
| BOILERMAKER.....\$ 29.47   |                  |       |         |
|  |                  |       | 24.10   |
| -----  |                  |       |         |
| CARP1421-002 10/01/2021  |                  |       |         |
|  |                  | Rates | Fringes |
| MILLWRIGHT.....\$ 29.58  |                  |       |         |
|  |                  |       | 11.27   |
| -----  |                  |       |         |
| ELEV0021-006 01/01/2022  |                  |       |         |
|  |                  | Rates | Fringes |

ELEVATOR MECHANIC.....\$ 45.54 36.885+a+b

FOOTNOTES:

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

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

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ENGI0178-005 06/01/2020

|  | Rates    | Fringes |
|--|----------|---------|
| <b>POWER EQUIPMENT OPERATOR</b>  |          |         |
| (1) Tower Crane.....   | \$ 32.85 | 13.10   |
| (2) Cranes with Pile<br>Driving or Caisson<br>Attachment and Hydraulic<br>Crane 60 tons and above..... | \$ 28.75 | 10.60   |
| (3) Hydraulic cranes 59<br>Tons and under.....   | \$ 32.35 | 13.10   |

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\* IRON0263-005 06/01/2022

|  | Rates           | Fringes     |
|--|-----------------|-------------|
| <b>IRONWORKER (ORNAMENTAL AND<br/>STRUCTURAL).....</b> | <b>\$ 27.14</b> | <b>7.68</b> |

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PLUM0100-005 11/01/2021

|  | Rates           | Fringes      |
|--|-----------------|--------------|
| <b>HVAC MECHANIC (HVAC Unit<br/>Installation Only).....</b>  | <b>\$ 34.48</b> | <b>13.07</b> |
| <b>PIPEFITTER (Excludes HVAC<br/>Pipe Installation).....</b> | <b>\$ 34.48</b> | <b>13.07</b> |

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\* SUTX2014-015 07/21/2014

|   | Rates           | Fringes     |
|---|-----------------|-------------|
| <b>BRICKLAYER.....</b>  | <b>\$ 21.06</b> | <b>0.00</b> |
| <b>CARPENTER, Excludes Drywall<br/>Hanging, Form Work, and Metal<br/>Stud Installation.....</b> | <b>\$ 15.78</b> | <b>0.00</b> |
| <b>CAULKER.....</b>   | <b>\$ 15.16</b> | <b>0.00</b> |

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

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

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

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\*\* 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)).

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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.

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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.

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END OF GENERAL DECISION"

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

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

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

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

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

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

3.5.6 COMPLIANCE WITH LAWS



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

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

#### 3.5.6.1 EQUAL EMPLOYMENT OPPORTUNITY

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

#### 3.5.7 RAILWAY CROSSINGS

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

#### 3.5.8 OTHER CONTRACTORS; OBLIGATION TO COOPERATE

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

Upon receiving written notice from the CONTRACTOR that the OWNER or another contractor is failing to coordinate his work with the Work under this Contract as directed by the OWNER, the OWNER shall promptly investigate the charge and take such necessary action as the situation may

require. However, the OWNER shall not be liable to the CONTRACTOR for damages suffered by the CONTRACTOR due to the fault or negligence of another contractor or through failure of another contractor to carry out the directions of the OWNER. Should any interference occur between contractors, the Engineer may furnish the CONTRACTOR with written instructions designating priority of effort, whereupon the CONTRACTOR shall immediately comply with such direction. In such event, the CONTRACTOR shall be entitled to an extension of working time only for unavoidable delays verified by the Engineer; however, no increase in the Contract Price shall be due the CONTRACTOR.

### 3.5.9 SUBCONTRACTS

The CONTRACTOR shall not make any subcontract for performing any portion of the Work included in the contract without written notice to the OWNER. This contract having been made pursuant to the bid submitted by the CONTRACTOR and in reliance with the CONTRACTOR'S personal qualifications and responsibility, the OWNER reserves the right to withhold approval of any subcontractor which the OWNER may deem would not be in the OWNER'S best interest.

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

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

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

Each subcontract entered into shall provide that the provisions of this Contract shall apply to such subcontractor and his officers and employees in all respects as if he and they were employees of the CONTRACTOR. The OWNER'S decision not to disapprove of any subcontract shall not relieve the CONTRACTOR of any of his responsibilities, duties and liabilities hereunder. The CONTRACTOR shall be solely responsible for

the acts, omissions, negligence or defaults of his subcontractors and of such subcontractor's officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the CONTRACTOR to the extent of his subcontract.

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

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

### 3.6 PROTECTION OF WORK AND OF PERSONS AND PROPERTY

#### 3.6.1 PROTECTION OF WORK

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

#### 3.6.2 PROTECTION OF PERSONS AND PROPERTY

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

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

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

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

In addition, the CONTRACTOR shall be held responsible for all damages to the work and other public or private property due to the failure of warning devices, barricades, signs, lights or other precautionary measures in protecting said property; and whenever evidence is found of such damage, the OWNER may order the damaged portion immediately removed and replaced by and at the cost and expense of the CONTRACTOR.

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

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

### 3.6.4 STORM WATER PROTECTION

The Contractor shall perform, track, participate, implement, and comply with storm water pollution prevention minimum control measures, protocols, and best management practices (BMP) and ensure that water quality standards are not violated in accordance with all regulations and policies as they apply to the Texas Pollutant Discharge Elimination System general permits. Applicable permits include: 1) Texas Construction General Permit (TXR150000).

Contractors will obtain permit coverage for construction activities disturbing over one acre of land (total acreage is cumulative across all portions of the project). BMPs include, but are not limited to:

- Preparing and implementing a site-specific Storm Water Pollution Prevention Plan (SWPPP) as outlined in the permit and prior to any soil disturbance.
- Installing and managing erosion and sediment control.
- Make available, upon request, permit associated documentation.
- Practicing spill prevention and good housekeeping.
- Meeting the requirements of the MS4 permit.

## 3.7 MATERIALS AND WORKMANSHIP; WARRANTIES AND GUARANTEES

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

### 3.7.1 MATERIALS AND EQUIPMENT

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

The CONTRACTOR warrants to the OWNER that all materials and equipment furnished under this contract shall be new unless otherwise specified in the Contract Documents and that same shall be of good quality and workmanship, free from faults and defects and in conformance with the Contract Documents. All materials and equipment not conforming to these requirements, including substitutions not properly

approved and authorized, may be considered defective and shall be promptly repaired or replaced by the CONTRACTOR at the CONTRACTOR's sole cost upon demand of the OWNER. If required by the OWNER, the CONTRACTOR shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

#### 3.7.1.1 "OR EQUAL" CLAUSE

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

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

#### 3.7.2 WORKMANSHIP

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

#### 3.8 WARRANTIES

##### 3.8.1 SPECIAL WARRANTY

If within one year after final acceptance of the work by the OWNER, as evidenced by the final certificate of acceptance or within such longer or shorter period of time as may be prescribed by law or by the terms of any other applicable special warranty on designated equipment or portions of work as required by the Contract Documents, any of the work is found to

be defective or not in accordance with the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of a written notice from the OWNER to do so. This obligation shall survive termination or completion of the Contract. The OWNER shall give such notice promptly after discovery of the condition.

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

**3.8.2 SUBCONTRACTORS' AND MANUFACTURERS' WARRANTIES**

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

**3.8.3 CORRECTED WORK WARRANTY**

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

**3.8.4 RIGHTS AND REMEDIES**

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

**IV. INSURANCE**

**4.1 CONTRACTOR'S INSURANCE**

Before commencing work, the CONTRACTOR shall be required to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law, and the coverages required herein, indicating the coverage is to remain in force throughout the term of this Contract. CONTRACTOR shall also be required to furnish the Collin County Purchasing Agent with certified copies of subcontractor's insurance certificates required by the Texas Department of Insurance, Division of Workers' Compensation, section 406.096(b), and coverages required herein in section 4.2. Without limiting any of the other obligations or liabilities of the CONTRACTOR, during the term of the Contract the CONTRACTOR and each subcontractor at their own expense shall purchase and maintain the herein stipulated minimum insurance with companies duly approved to do business in the State of Texas and satisfactory to the OWNER. Certificates required 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.

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

- 4.2 Workers Compensation insurance required by Texas Law at statutory limits, including employer's liability coverage at \$1,000,000. In addition to these, the CONTRACTOR and each subcontractor must comply with all the requirements of the Texas Department of Insurance, Division of Workers' Compensation, section 406.096(b); (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.)

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

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

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

General Aggregate \$2,000,000

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

Personal and Advertising Injury \$ 1,000,000

Each Occurrence \$ 1,000,000

Contractor's Pollution Liability \$1,000,000 (Occurrence Form)

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



final completion and acceptance of the work, with evidence of same filed with OWNER.

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

4.5 OWNER'S PROTECTIVE LIABILITY INSURANCE

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

4.6 "UMBRELLA" LIABILITY INSURANCE

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

4.7 RAILROAD PROTECTIVE INSURANCE

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

4.8 POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

All policies to be furnished by CONTRACTOR shall include the following conditions by endorsement to the policy:

A. each policy shall name the OWNER as an additional insured as to all applicable coverage;

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

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

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

CONTRACTOR agrees to the following:

- A. CONTRACTOR hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against the OWNER, it being the intention that the insurance policies shall protect all parties to the Contract and be primary coverage for all losses covered by the policies;
- B. Companies issuing the insurance policies and CONTRACTOR shall have no recourse against the OWNER for payment of any premiums or assessments for any deductibles, as all such premiums and deductibles are the sole responsibility and risk of the CONTRACTOR;
- C. Approval, disapproval or failure to act by the OWNER regarding any insurance supplied by the CONTRACTOR (or any subcontractors) shall

not relieve the CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the CONTRACTOR from liability; and

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

## **V. OWNERS RIGHTS AND RESPONSIBILITIES**

### **MONTHLY ESTIMATE, PARTIAL PAYMENTS AND FINAL PAYMENTS**

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

#### **5.2 MONTHLY ESTIMATES**

The CONTRACTOR shall deliver to the OWNER an itemized Application for Payment that shall include the work completed, materials stored at the Project site but not incorporated into the work, materials ready to be installed and stored at another agreed location, and the percentage of Work completed, through the 20<sup>th</sup> day of each month, on an Application for Payment with a schedule of values previously submitted by the Contractor and approved by the Owner. Prior to release of funds in connection with any Application for Payment, the Owner may request, and the Contractor must provide, properly executed statements of full or partial releases of claims acceptable to Owner in form and content, for all persons or entities supplying labor or materials to the Project.

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

#### **5.2.2 INSPECTION AND PARTIAL PAYMENTS**

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

specifications and Contract Documents, the Engineer shall issue a Certificate for Payment.

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

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

#### 5.2.5 PAYMENT FOR LABOR AND MATERIAL; NO LIENS

The CONTRACTOR for himself or any of his subcontractors shall pay all indebtedness which may become due to any person, firm or corporation having furnished labor, material or both in the performance of this Contract. It shall be the responsibility of each person, firm or corporation claiming to have furnished labor, materials or both, in connection with this Contract, to protect his or its interest in the manner prescribed by applicable laws of the State of Texas, provided, however, that as this Contract provides for a public works project, no lien of any kind shall ever exist or be placed against the Work or any portion thereof, or any public funds or retainage held by the OWNER; and any subcontractor shall look solely to the CONTRACTOR and the payment bond surety, and not the OWNER, for payment of any outstanding amounts due for labor, materials or any other indebtedness in connection with the Work. However, the OWNER may, at any time prior to making final payment, require the CONTRACTOR to furnish a Consent of Surety to any payment due the CONTRACTOR for completed work and may, at the discretion of the OWNER or the request of the Surety, make the check jointly payable to the CONTRACTOR and the Surety. The Owner shall have no obligation under this Agreement to pay or to be responsible in any way for payment to any Engineer, another design professional, contractor, subcontractor or supplier performing portions of the Work, pursuant to a contract with the Contractor.

#### 5.2.6 PAYMENT WITHHELD

In addition to express provisions elsewhere contained in the contract, the OWNER may withhold from any payment otherwise due the CONTRACTOR such amount as determined necessary to protect the

OWNER'S interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of:

- A. unsatisfactory progress of the Work not caused by conditions beyond the CONTRACTOR'S control,
  - B. defective work not corrected,
  - C. CONTRACTOR'S failure to carry out instructions or orders of the OWNER or his representative,
  - D. a reasonable doubt that the Contract can be completed for the balance then unpaid,
  - E. work or execution thereof not in accordance with the Contract Documents,
  - F. claim filed by or against the CONTRACTOR or reasonable evidence indicating probable filing of claims,
  - G. failure of the CONTRACTOR to make payments to subcontractor or for material or labor,
  - H. damage to another contractor,
  - I. unsafe working conditions allowed to persist by the CONTRACTOR,
  - J. failure of the CONTRACTOR to provide work schedules as required by the OWNER,
  - K. use of subcontractors without the OWNER'S approval or,
  - L. failure of the CONTRACTOR to keep current as-built record drawings at the job site or to turn same over in completed form to the OWNER.
- When the above grounds are removed, payment shall be made for amounts withheld because of them, and OWNER shall never be liable for interest on any delayed or late payment.

#### 5.2.7 PAYMENT FOR EXTRA WORK

The Extra Work done by the CONTRACTOR as authorized and approved by the Engineer shall be paid for in the manner hereinafter described, and the compensation thus provided shall be accepted by the CONTRACTOR as payment in full for all labor, materials, tools, equipment and incidentals and all superintendents' and timekeepers' services, all insurance, bond and all other overhead expense incurred in the performance of the Extra Work.

Payment for Extra Work shall be made by one of the following methods:

- A. Method "A" — by unit prices agreed on in writing by the OWNER and CONTRACTOR before said Extra Work is commenced, subject to all other conditions of the contract.
- B. Method "B" — by lump sum price agreed on in writing by the OWNER and the CONTRACTOR before said Extra Work is commenced, subject to all other conditions of the contract.

#### 5.2.8 SUBSTANTIAL COMPLETION

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

### 5.3 APPLICATION FOR FINAL PAYMENT.

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

#### 5.3.1 FINAL INSPECTION AND ACCEPTANCE

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

#### 5.3.2 FINAL PAYMENT

Whenever the improvements provided for by the Contract shall have been completely performed on the part of the CONTRACTOR, as evidenced in the certificate of acceptance, and all required submissions provided to the OWNER, a final estimate showing the value of the work shall be prepared by the Engineer as soon as the necessary measurements and computations can be made. All prior estimates upon which payments have been made are subject or necessary corrections or revisions in the final payment. The amount of this final estimate, less any sums that have been previously paid, or deducted under the provisions of the Contract, shall be paid the CONTRACTOR within 30 days after the final acceptance, provided that the CONTRACTOR has furnished to the OWNER a consent of surety and

an affidavit or other satisfactory evidence that all indebtedness connected with the Work and all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished for and used in the performance of the work have been paid or otherwise satisfied, or that the person or persons to whom the same may respectively be due have consented to such final payment.

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

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

### **5.3 MODIFICATIONS TO CONTRACT WORK OR TIME OF PERFORMANCE**

#### **5.3.1 OWNER'S RIGHT TO TEMPORARILY SUSPEND WORK**

#### **5.3.2 REASONS FOR SUSPENSION**

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

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

The written order of the OWNER to the CONTRACTOR shall state the reasons for suspending the work and the anticipated periods for such suspension. Upon receipt of the OWNER'S written order, the CONTRACTOR shall suspend the work covered by the order and shall take such means and precautions as may be necessary to properly protect the finished and partially finished work, the unused materials and uninstalled equipment, including the providing of suitable drainage about

the work and erection of temporary structures where necessary. The CONTRACTOR shall not suspend the Work without written direction from the OWNER and shall proceed with the work promptly when notified by the OWNER to resume operations.

### 5.3.3 NO ADDITIONAL COMPENSATION

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

A. an equitable extension of working time for the completion of the work, not to exceed the delay caused by such temporary suspension, as determined by the OWNER; and

B. the actual and necessary costs of properly protecting the finished and partially finished work, unused materials and uninstalled equipment during the period of the ordered suspension as determined by the OWNER as being beyond the Contract requirements, such costs, if any, to be determined pursuant to the terms of the Contract; and

C. where the CONTRACTOR elects to move equipment from the job site and then return it to the site when the work is ordered resumed, the actual and necessary costs of these moves, in an amount determined by the OWNER pursuant to the terms of the Contract.

### 5.3.4 USE OF COMPLETED PORTIONS OF WORK

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

The CONTRACTOR shall not object to, nor interfere in any way with, such occupancy or use after receipt of the OWNER'S written notice. Immediately prior to such occupancy and use, the OWNER shall inspect such portion of the Work to be taken over and shall furnish the CONTRACTOR a written statement of the work, if any, still to be done on



such part. The CONTRACTOR shall promptly thereafter complete such unfinished work to permit occupancy and use on the date specified in the OWNER'S written order, unless the OWNER shall permit specific items of work to be finished after the occupancy and use by the OWNER.

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

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

##### 5.4.1 COMMENCEMENT; TIME OF COMPLETION

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

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##### 5.4.2. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

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

**Two Hundred and 00/100 Dollars (\$200)**

The sum of money thus deducted for such delay, failure or noncompletion is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, per calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the Work. The said amounts are fixed and agreed upon by and between OWNER and CONTRACTOR because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER in such event would sustain; and said amounts are agreed to be the amount of damages which the OWNER would sustain and which shall be retained from the monies due, or that

may become due, the CONTRACTOR under this Contract; and if said monies be insufficient to cover the amount owing, then the CONTRACTOR or his surety shall pay any additional amounts due.

#### 5.4.3 EXTENTIONS OF TIME

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

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

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

### 5.5 TERMINATION FOR CONVENIENCE OF THE OWNER

#### 5.5.1 NOTICE OF TERMINATION

The performance of the Work under this Contract may be terminated by the OWNER in whole or from time to time in part, in accordance with this section, whenever the OWNER shall determine that such termination is in

the best interest of the OWNER. Any such termination shall be effected by mailing a notice of termination to the CONTRACTOR specifying the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. Receipt of the notice shall be deemed conclusively presumed and established when the letter is placed in the United States Mail by the OWNER. Further, it shall be deemed conclusively presumed and established that such termination is made with just cause as therein stated; and no proof in any claim, demand or suit shall be required of the OWNER regarding such discretionary action.

#### 5.5.2 CONTRACTOR ACTION

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

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

At a time not later than 30 days after the termination date specified in the notice of termination, the CONTRACTOR may submit to the OWNER a list, certified as to the quantity and quality, of any or all items of termination inventory not previously disposed of, exclusive of items the disposition of which has been directed or authorized by the Engineer. Not

later than 15 days thereafter, the OWNER shall accept title to such items and remove them or enter into a storage agreement covering the same, provided that the list submitted shall be subject to verification by the Engineer upon removal of the items, or, if the items are stored, within 45 days from the date of submission of the list, and provided that any necessary adjustments to correct the list as submitted shall be made prior to final settlement.

### 5.5.3 TERMINATION CLAIM

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

### 5.5.4 AMOUNTS

The CONTRACTOR and OWNER may agree upon the whole or any part of the amount or amounts to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant hereto, provided that such agreed amount or amounts shall never exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the Contract Price of work not terminated. The contract shall be amended accordingly, and the CONTRACTOR shall be paid the agreed

amount. No amount shall be due for lost or anticipated profits. Nothing prescribing the amount to be paid to the CONTRACTOR in the event of failure of the CONTRACTOR and the OWNER to agree upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, shall be deemed to limit, restrict or otherwise determine or affect the amount or amounts which may be agreed upon to be paid to the CONTRACTOR pursuant to this paragraph.

#### 5.5.5 FAILURE TO AGREE

In the event of the failure of the CONTRACTOR and the OWNER to agree, as provided herein, upon the whole amount to be paid to the CONTRACTOR by reason of the termination of work pursuant to this section, the OWNER shall determine, on the basis of information available to it, the amount, if any, due to the CONTRACTOR by reason of the termination and shall pay to the CONTRACTOR the amounts determined. No amount shall be due for lost or anticipated profits.

#### 5.5.6 DEDUCTIONS

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

#### 5.5.7 ADJUSTMENT

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

#### 5.5.8 NO LIMITATION OF RIGHTS

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

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

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

- A. failure of the CONTRACTOR to start the work within 10 days from date specified in the written work order issued by the OWNER to begin the work;
- B. evidence that the progress of the work being made by the CONTRACTOR is insufficient to complete the work within the specified working time;
- C. failure of the CONTRACTOR to provide sufficient and proper equipment, materials or construction forces for properly executing the Work;
- D. evidence that the CONTRACTOR has abandoned the Work or discontinuance of the performance of the Work or any part thereof and failure to resume performance within a reasonable time after notice to do so;
- E. evidence that the CONTRACTOR has become insolvent or bankrupt, or otherwise financially unable to carry on the Work;
- F. deliberate failure on the part of the CONTRACTOR to observe any requirements of the specifications or to comply with any orders given by the Engineer as provided for in the specifications;
- G. failure of the CONTRACTOR to promptly make good any defects in materials or workmanship, or any defects of any nature, the correction of which has been directed in writing by the OWNER;
- H. evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the OWNER in the construction of work under contract;
- I. repeated violations of safe working procedures;
- J. the filing by the CONTRACTOR of litigation against the OWNER prior to final completion of the Work. When the Work is suspended for any of the causes itemized above, or for any other cause or causes, the CONTRACTOR shall discontinue the Work or such part thereof as the OWNER shall designate, whereupon the surety may either at its option assume the Contract or that portion thereof which the OWNER has ordered the CONTRACTOR to discontinue and perform the same or, with the written consent of the OWNER, sublet the same, provided, however, that the surety shall exercise its option within two weeks after the written

notice to discontinue the work has been served upon the CONTRACTOR and upon the surety or its authorized agents. The surety in such event shall assume the CONTRACTOR'S place in all respects and shall be paid by the OWNER for all work performed by it in accordance with the terms of the Contract, but in no event shall such payments exceed the contract amount, regardless of the cost to the surety to complete the Work.

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

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

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

#### 5.7 SUSPENSION BY COURT ORDER AGAINST THE OWNER

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

#### 5.8 NO WAIVER OF RIGHTS OR ESTOPPEL

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

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

### **VI. AUTHORITY OF THE ENGINEER**

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

#### 6.2 OWNER'S REPRESENTATIVES

Where the Contract Documents indicate that determinations, directions or approvals shall be made by the OWNER or "Owner's representatives," this shall



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

### 6.3 INSPECTIONS OF WORK PROGRESS

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

### 6.4 CONSTRUCTION STAKES

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

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

### 6.5 APPROVAL OF SUBMITTALS

The Engineer shall review and approve or take other appropriate action the CONTRACTOR's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with the Contract Documents. The Engineer's review of the submittals shall not relieve the CONTRACTOR of any of its obligations to perform the Work in strict compliance with the Contract Documents. The Engineer's review shall not be considered approval of safety precautions, means and methods, techniques, sequences or procedures that are the responsibility of the CONTRACTOR.

## **VII. CLAIMS OR DISPUTES**

### 7.1 CLAIMS AGAINST OWNER AND ACTION THEREON.

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

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

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

**VIII. MISCELLANEOUS PROVISIONS**

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

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

8.2 SERVICE OF NOTICES

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

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

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

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

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

### 8.3 UNLAWFUL PROVISIONS DEEMED STRICKEN

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

### 8.4 ALL LEGAL PROVISIONS INCLUDED

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

### 8.5 ASSIGNMENTS

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

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

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

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

### 8.6 STATE AND LOCAL SALES AND USE TAXES

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

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

A. all materials, supplies, equipment and other tangible personal property incorporated into the real property being improved; and

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

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

#### 8.7 VENUE AND GOVERNING LAW

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

#### 8.8 NO WAIVER OF LEGAL RIGHTS

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

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

Documents or relieve CONTRACTOR of liability with respect to any expressed or implied warranties or responsibility for faulty materials or workmanship, whether same be patently or latently defective.

**8.9 OBLIGATION TO PERFORM FUNCTIONS**

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

**8.10 SUCCESSORS AND ASSIGNS**

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

**8.11 HEADINGS**

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

**8.12 ENTIRE AGREEMENT; AMENDMENTS; BINDING EFFECT**

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

**8.13 INTERPRETATION**

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

**8.14 EXPENSES FOR ENFORCEMENT**

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

**8.15 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.

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

**CONTRACTOR:**

\_\_\_\_\_  
By: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Secretary

**COLLIN COUNTY, TEXAS:**

By: \_\_\_\_\_  
Michelle Charnoski, NIGP-CPP, CPPB, Purchasing Agent  
Date: \_\_\_\_\_

\_\_\_\_\_  
Collin County Commissioners Court Order No.

**ATTEST:**

\_\_\_\_\_  
Secretary

**ACKNOWLEDGMENTS**

**STATE OF TEXAS** §

**COUNTY OF \_\_\_\_\_** §

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

**GIVEN UNDER MY HAND AND SEAL OF OFFICE,** this the \_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name

My Commission expires on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**STATE OF TEXAS** §

**COUNTY OF COLLIN** §

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

**GIVEN** under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Printed Name

My Commission expires on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.





**006111 PERFORMANCE BOND**

STATE OF TEXAS §  
COUNTY OF COLLIN §

**KNOW ALL MEN BY THESE PRESENTS:**

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

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of IFB 2023-090, Construction, Emergency Generator Fueling System Replacement.

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

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

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

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

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

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY**

\_\_\_\_\_  
Printed/Typed Name \_\_\_\_\_  
Title: \_\_\_\_\_  
Company: \_\_\_\_\_  
\_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

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

**006113 PAYMENT BOND**

STATE OF TEXAS            §  
COUNTY OF COLLIN       §

**KNOW ALL MEN BY THESE PRESENTS:**

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

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of IFB 2023-090, Construction, Emergency Generator Fueling System Replacement.

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

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

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

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

**IN WITNESS WHEREOF**, the said Principal and Surety have signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_ 202\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**SURETY**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

**WITNESS**

\_\_\_\_\_

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

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

**006119 MAINTENANCE BOND**

STATE OF TEXAS            §  
COUNTY OF COLLIN       §

**KNOW ALL MEN BY THESE PRESENTS:**

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

**WHEREAS**, the Principal has entered into a certain written contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of IFB 2023-090, Construction, Emergency Generator Fueling System Replacement.

**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 \_\_\_\_\_ 202\_\_\_\_.

**WITNESS**

\_\_\_\_\_

**PRINCIPAL**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**WITNESS**

\_\_\_\_\_

**SURETY**

\_\_\_\_\_

Printed/Typed Name \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

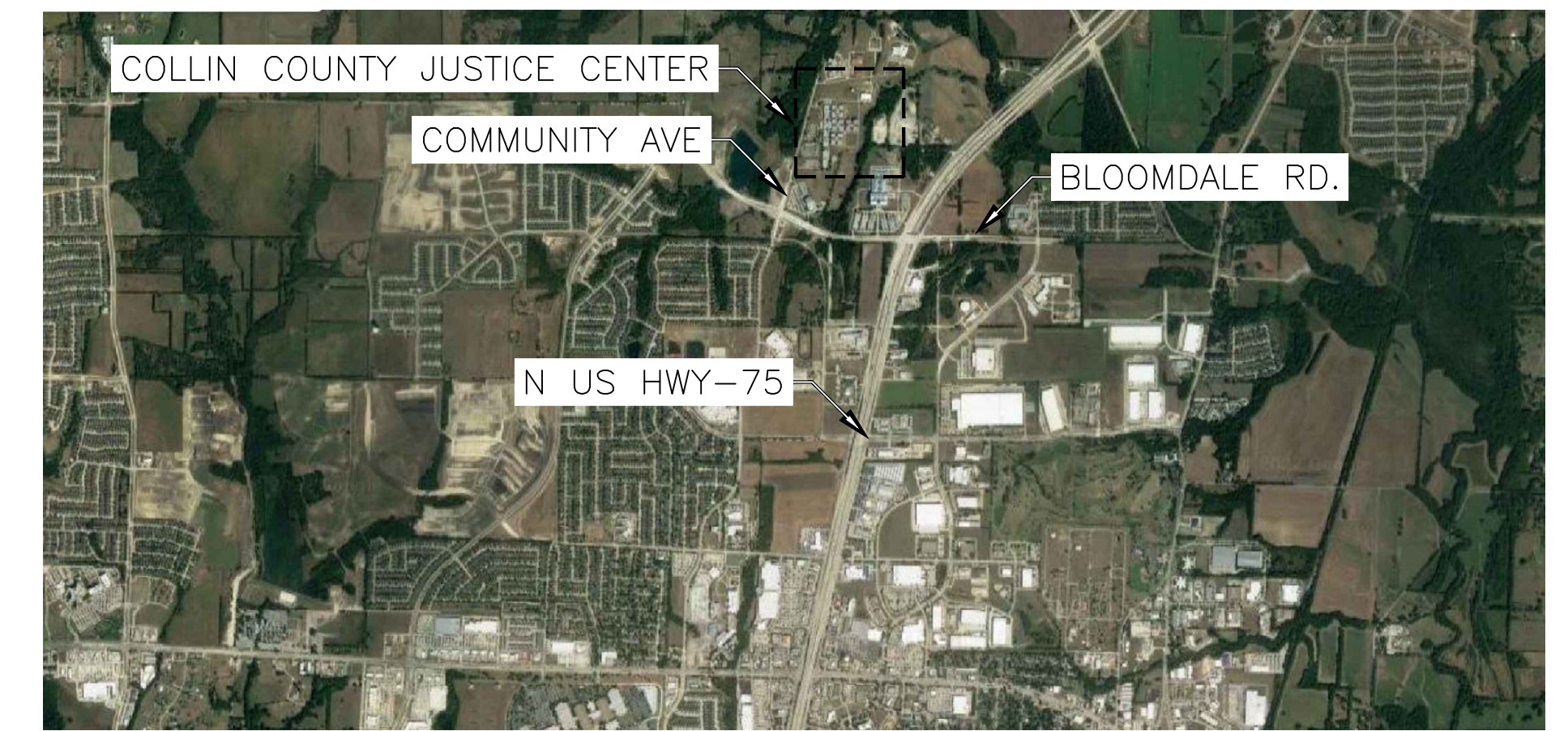
Phone Number: \_\_\_\_\_

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

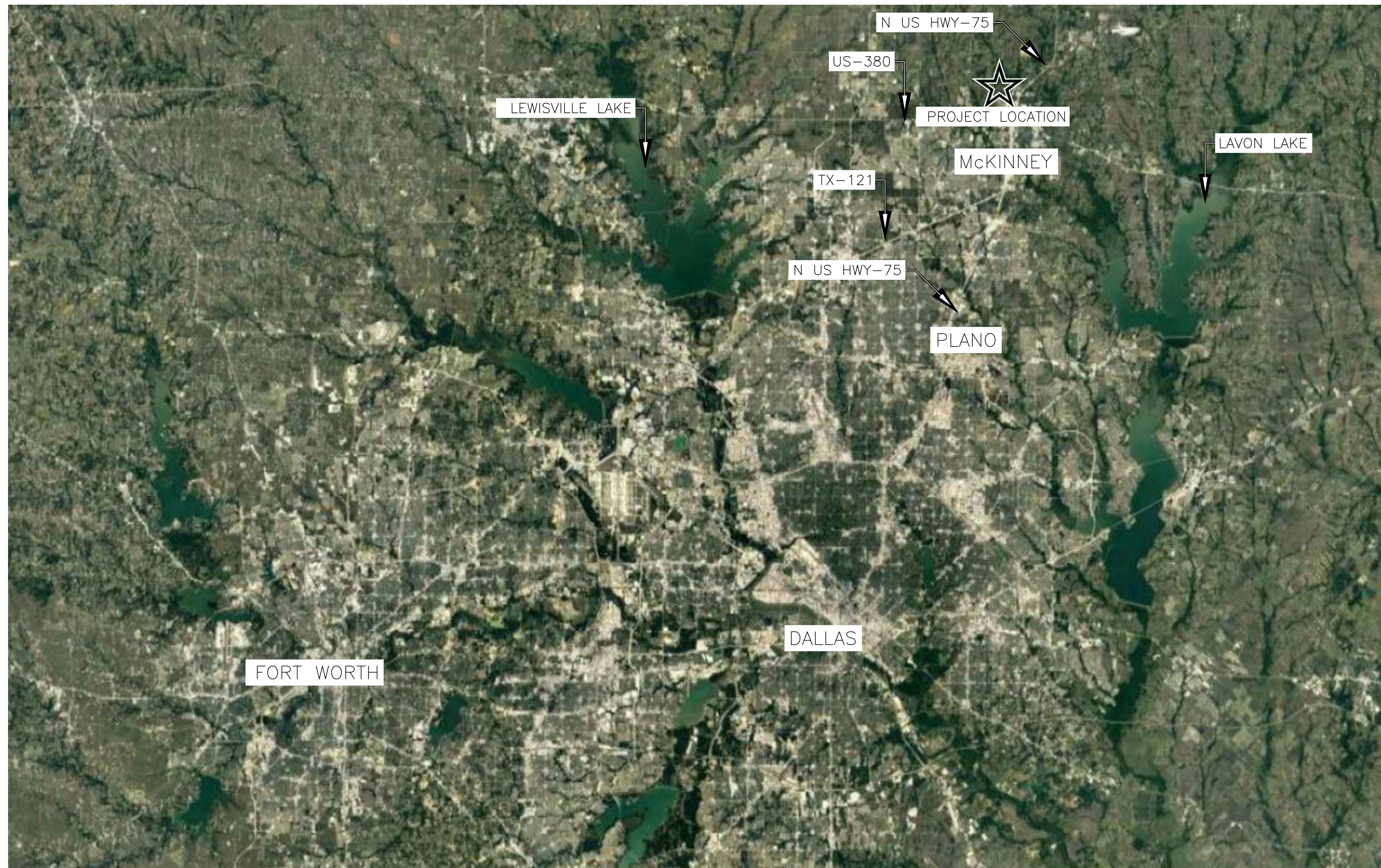


# COLLIN COUNTY JUSTICE CENTER EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT

4300 COMMUNITY AVENUE  
MCKINNEY, TEXAS 75071



VICINITY MAP  
1"=3000'

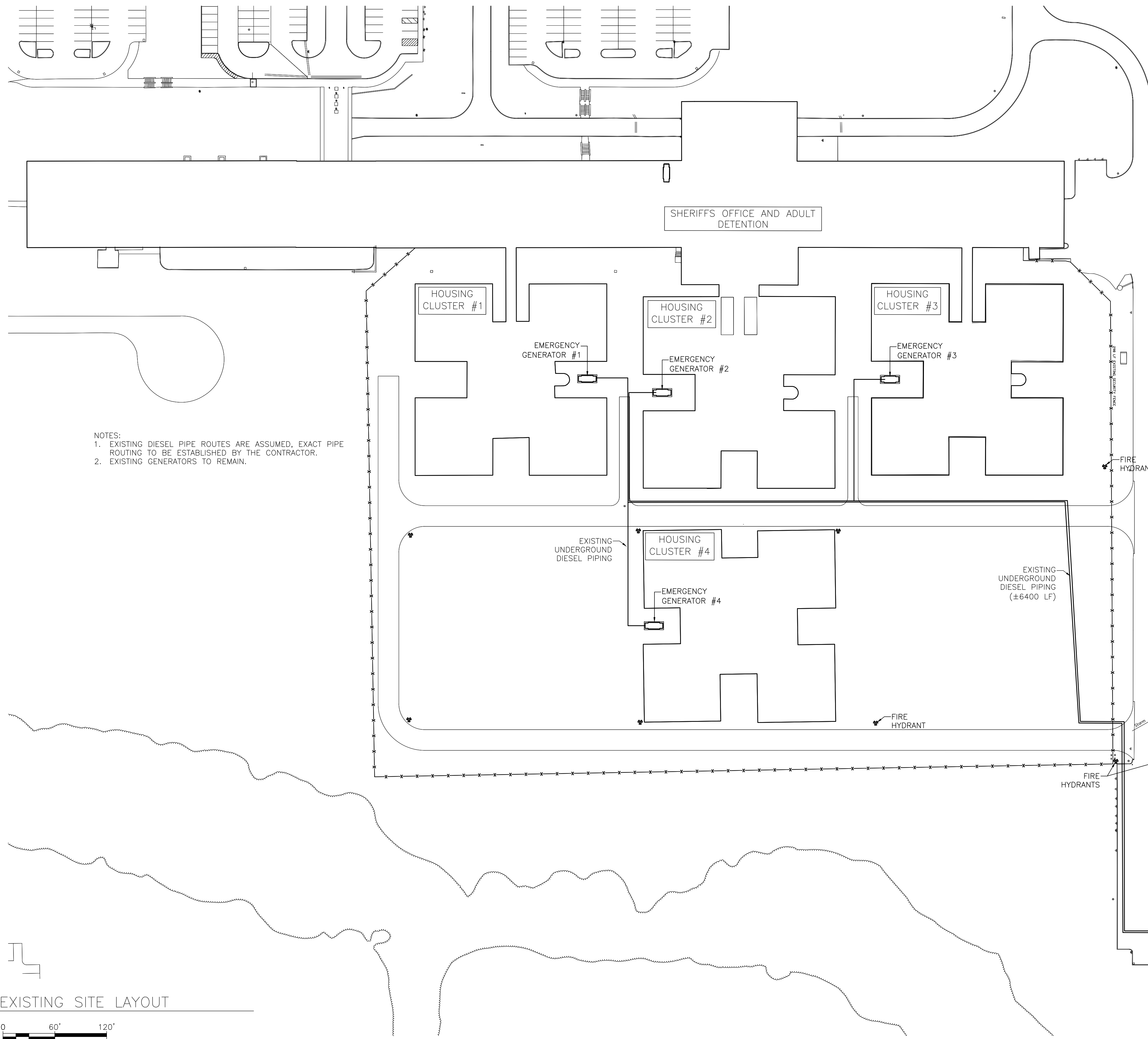
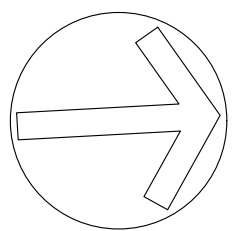


PROJECT LOCATION  
NOT TO SCALE

## SCHEDULE OF DRAWINGS

| SHEET # | SHEET DESCRIPTION                          |
|---------|--|
| COVER   | VICINITY MAP                               |
| S-1     | EXISTING SITE LAYOUT                       |
| D-1     | DEMOLITION PLAN                            |
| D-2     | TANK REMOVAL FROM SERVICE NOTES            |
| F-1     | PROPOSED SITE PLAN                         |
| F-2     | HOUSING CLUSTER GENERATOR FUELING SYSTEM 1 |
| F-3     | HOUSING CLUSTER GENERATOR FUELING SYSTEM 2 |
| F-4     | CENTRAL PLANT GENERATOR FUELING SYSTEM     |
| F-5     | CONCRETE DETAILS                           |
| F-6     | DETAILS                                    |
| GN-1    | GENERAL NOTES & SPECIFICATIONS             |
| E0.0    | LEGEND AND GENERAL NOTES- ELECTRICAL       |
| ES1.1   | SPECIFICATIONS - ELECTRICAL                |
| ES1.2   | SPECIFICATIONS - ELECTRICAL                |
| E1.0    | SITE PLAN - ELECTRICAL                     |
| E1.1    | ENLARGED SITE PLAN - ELECTRICAL            |

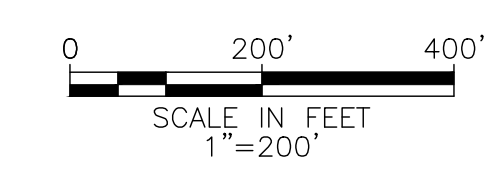
|                 |      |                                     |  |  |  |  |                 |
|-----------------|------|-------------------------------------|--|--|--|--|-----------------|
| DESIGNED BY CDS |      | <p>Richard M Berry<br/>10-21-22</p> | <p>100 NE LOOP 410, STE. 300   SAN ANTONIO, TEXAS 78216<br/>(210) 581-1111   TBPE NO. F-1733   TBPLS NO. 100495-00</p> | <p>Texas Registered Firm No. F-7489<br/>1255 West 15th Street, Suite 300<br/>Plano, TX 75075<br/>469.467.0200<br/>Email: mdengco@md-eng.com<br/>Project Number: 221449</p> | COVER PAGE   |  | SHEET NO. 1     |
| DRAWN BY DAG    |      |                                     |  |  |  |  | OF 16 SHEETS    |
| CHECKED BY RNB  |      |                                     |  |  | COLLIN COUNTY JUSTICE CENTER<br>EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT<br>4300 COMMUNITY AVENUE<br>MCKINNEY, TEXAS 75071 |  | FILE NO. 122010 |
| REVIEWED BY RNB |      |                                     |  |  |  |  |                 |
| NO              | DATE |                                     |  |  |  |  | REVISION        |



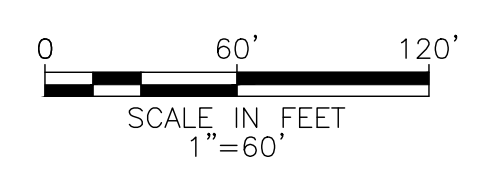
NOTES:  
 1. EXISTING DIESEL PIPE ROUTES ARE ASSUMED, EXACT PIPE ROUTING TO BE ESTABLISHED BY THE CONTRACTOR.  
 2. EXISTING GENERATORS TO REMAIN.



AERIAL VIEW

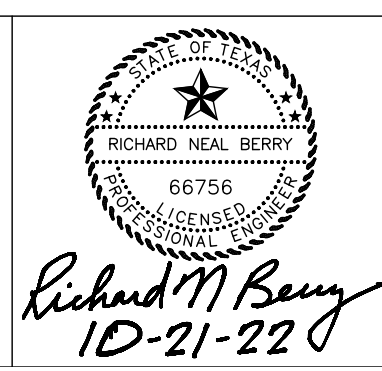


EXISTING SITE LAYOUT



S-1

|             |            |          |    |
|-------------|------------|----------|----|
| DESIGNED BY | CDS        |          |    |
| DRAWN BY    | DAG        |          |    |
| CHECKED BY  | RNB        |          |    |
| REVIEWED BY | RNB        |          |    |
| DATE        | 10-21-2022 |          |    |
| NO          | DATE       | REVISION | BY |

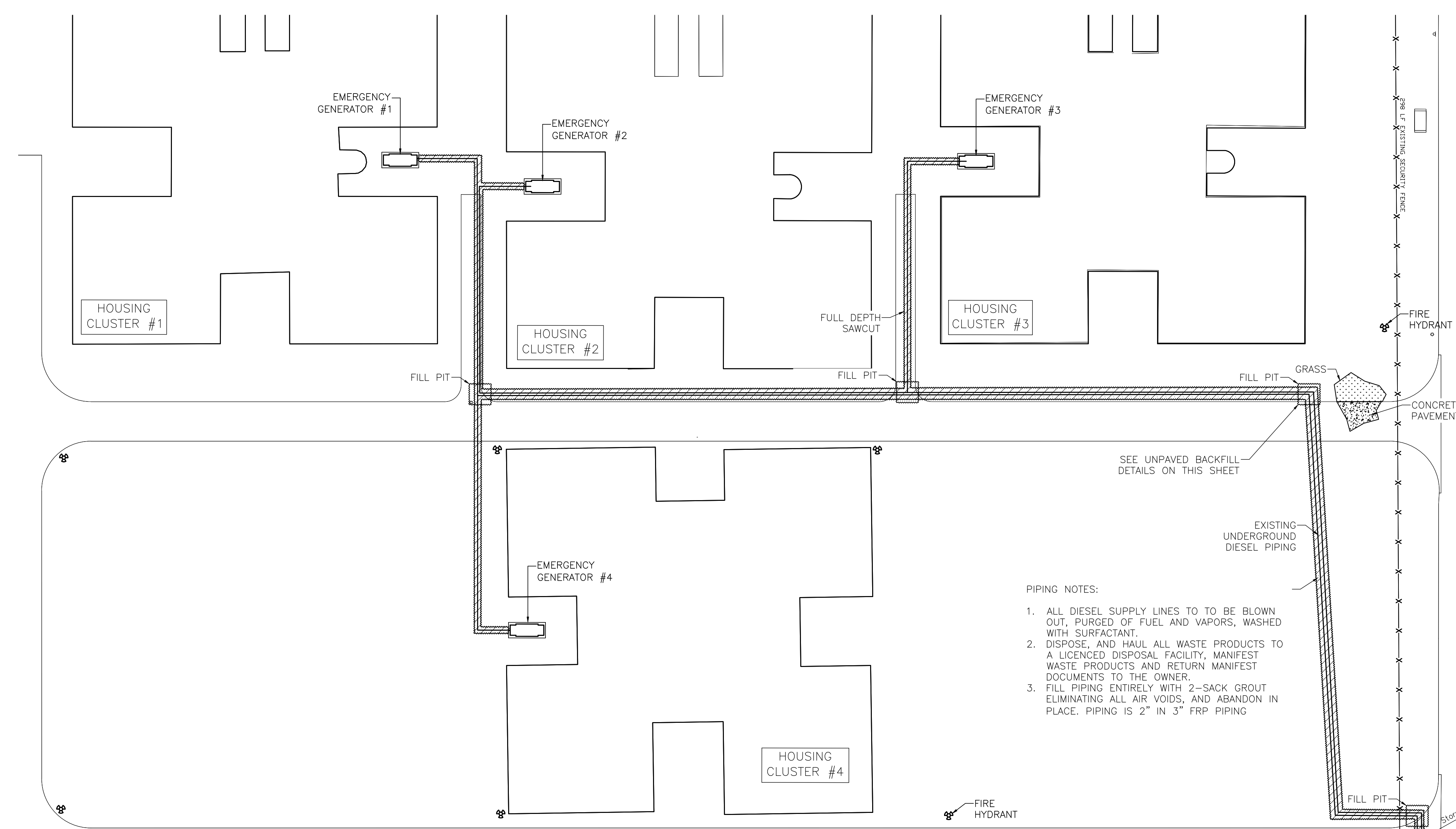
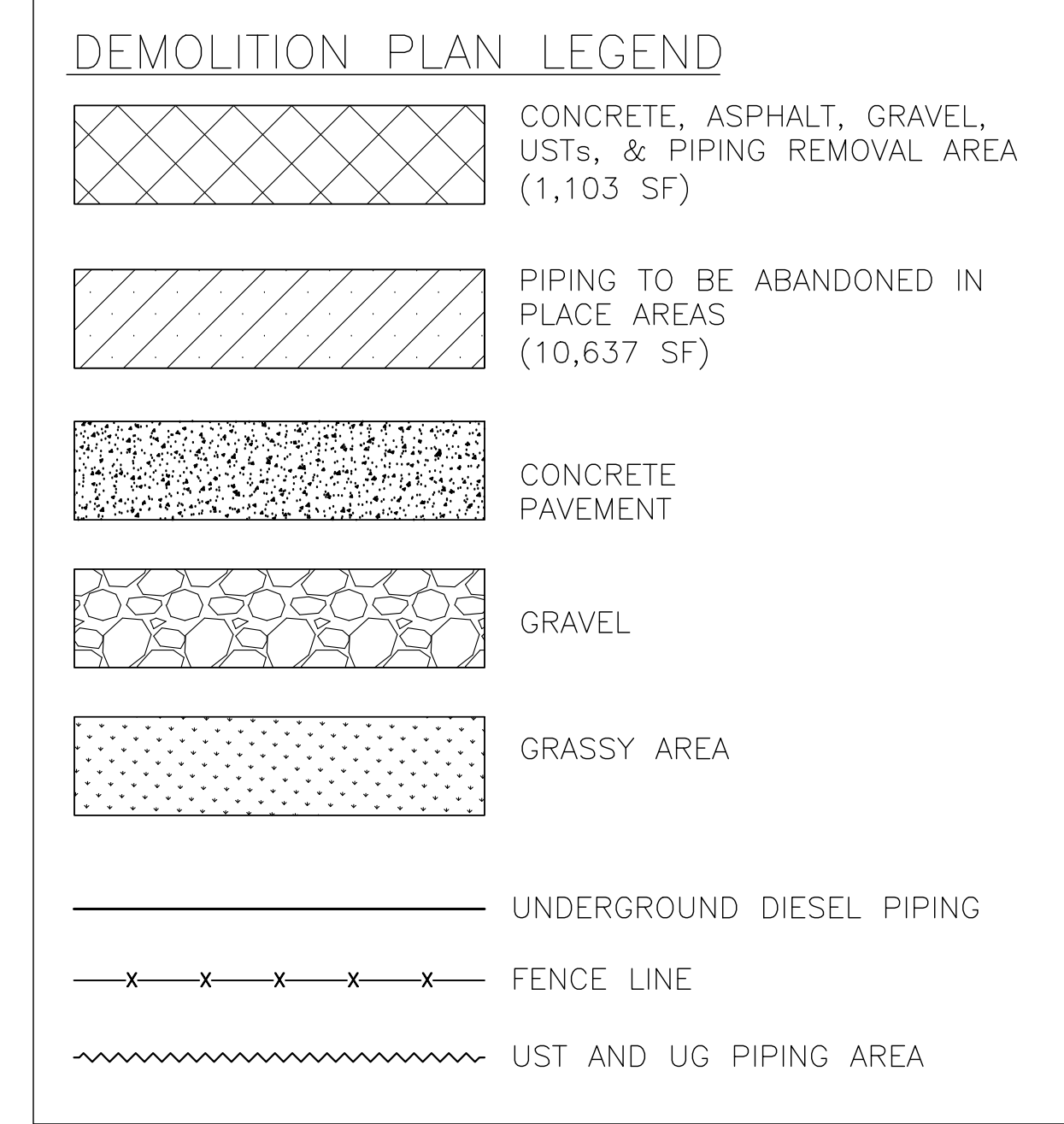
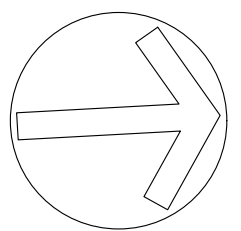


**SCDS muery**  
 ENGINEERS | SURVEYORS  
 100 NE LOOP 410, STE. 300 | SAN ANTONIO, TEXAS 78216  
 (210) 581-1111 | TBPE NO. F-1733 | TBPLS NO. 100495-00

**MD ENGINEERING**  
 Texas Registered Firm No. F-7489  
 1255 West 15th Street, Suite 300  
 Plano, TX 75075  
 469.467.0200  
 Email: mdengco@md-eng.com  
 Project Number: 221449

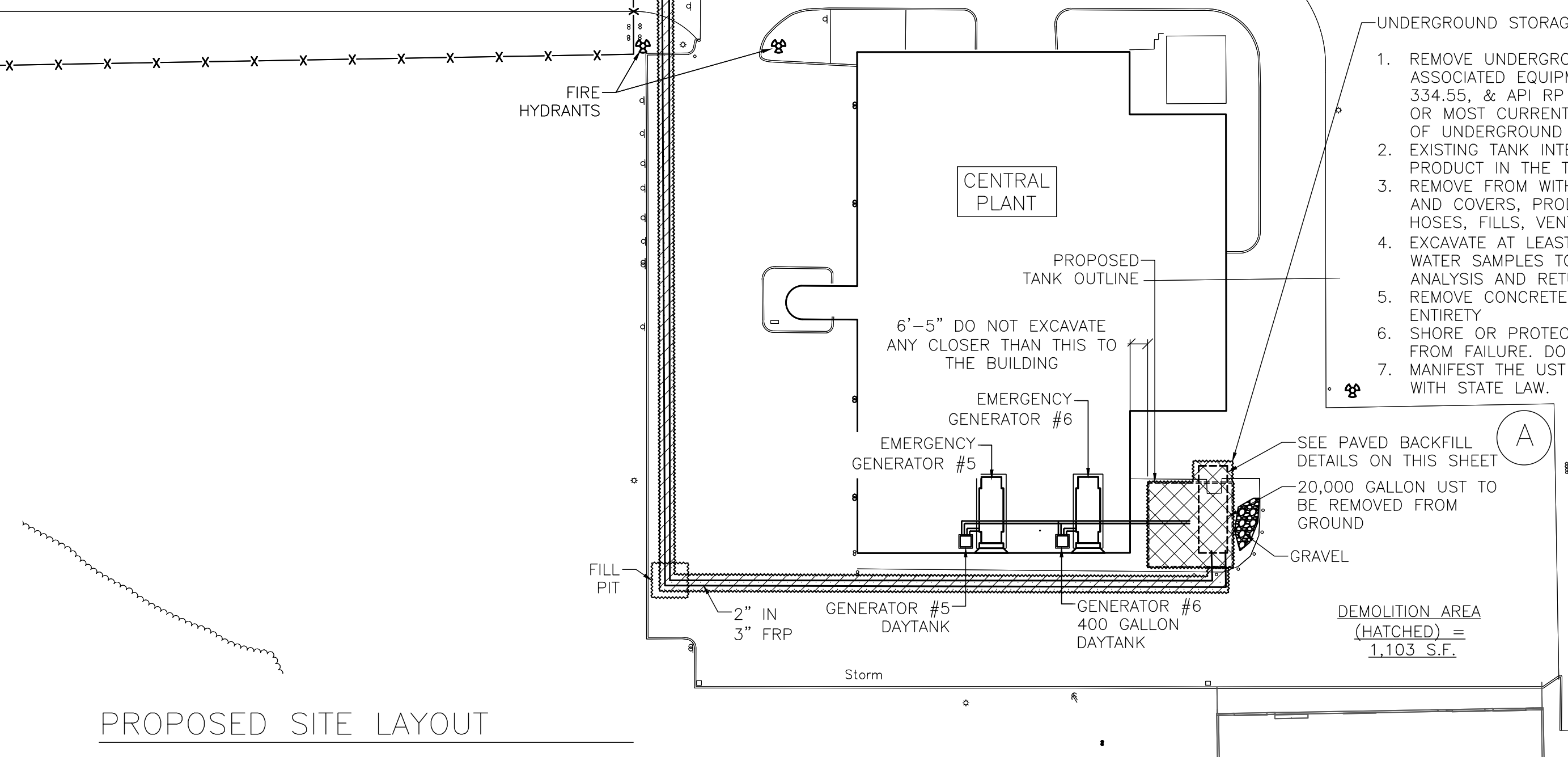
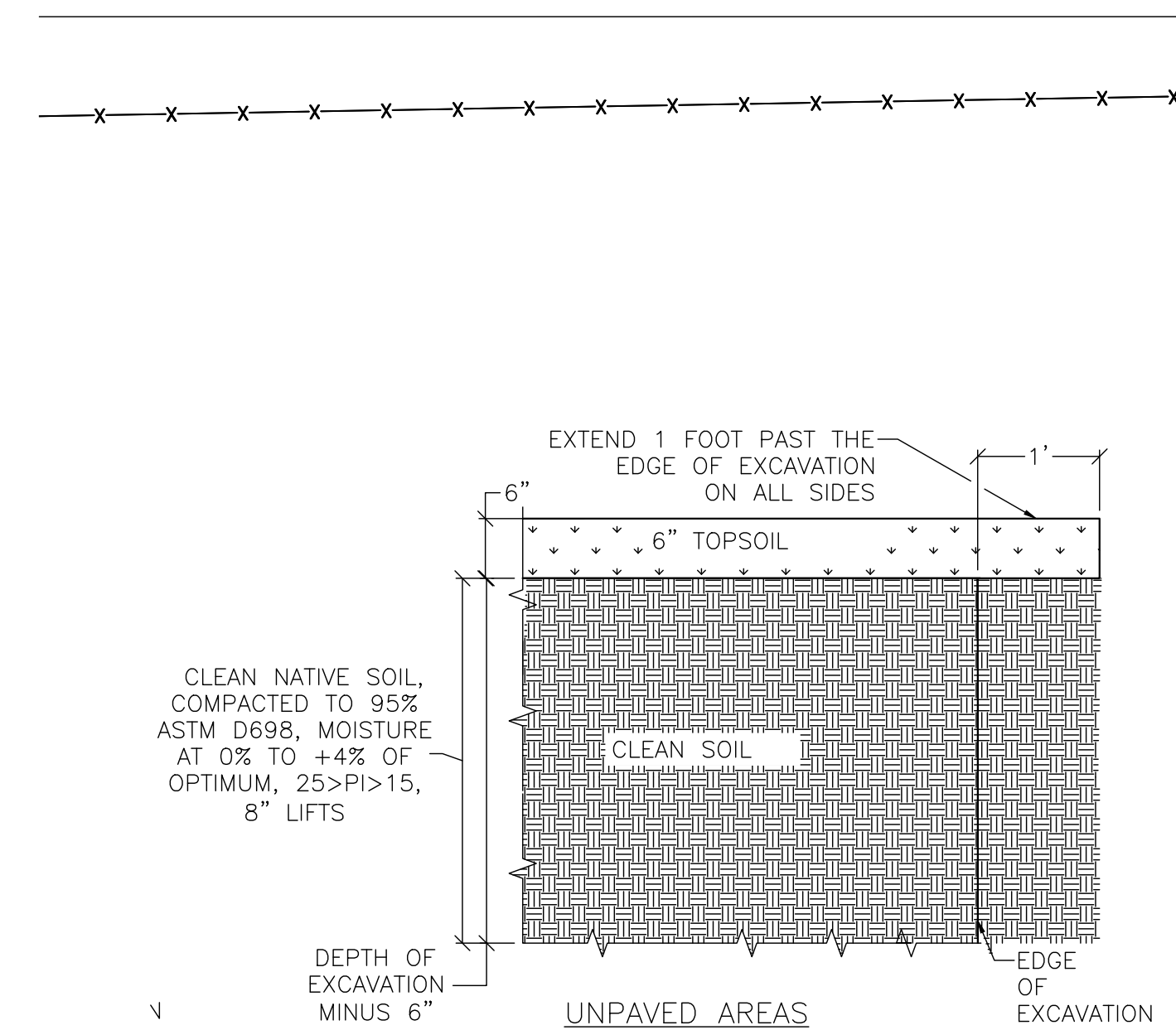
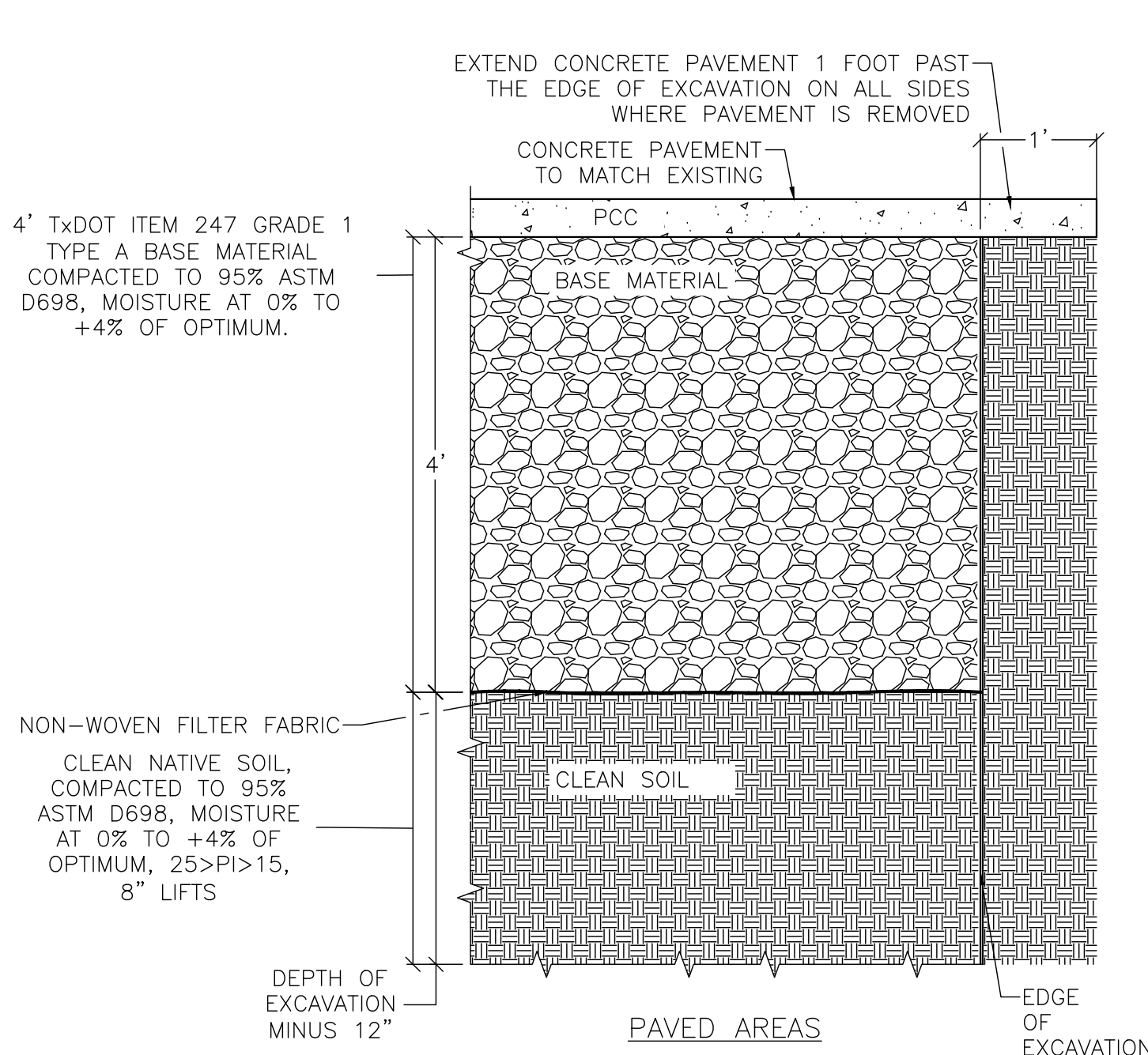
EXISTING SITE LAYOUT  
 COLLIN COUNTY JUSTICE CENTER  
 EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT  
 4300 COMMUNITY AVENUE  
 MCKINNEY, TEXAS 75071

|           |           |
|-----------|-----------|
| SHEET NO. | 2         |
| OF        | 16 SHEETS |
| FILE NO.  | 122010    |



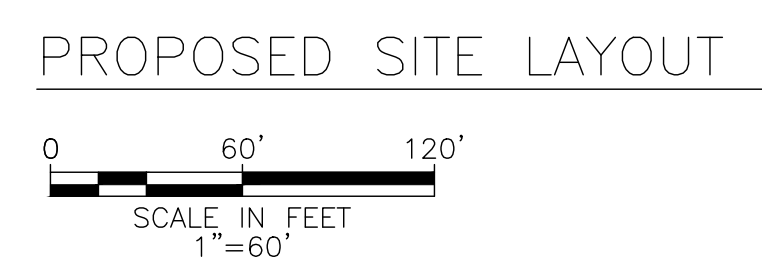
- PIPING NOTES:
1. ALL DIESEL SUPPLY LINES TO BE BLOWN OUT, PURGED OF FUEL AND VAPORS, WASHED WITH SURFACTANT.
  2. DISPOSE, AND HAUL ALL WASTE PRODUCTS TO A LICENCED DISPOSAL FACILITY, MANIFEST WASTE PRODUCTS AND RETURN MANIFEST DOCUMENTS TO THE OWNER.
  3. FILL PIPING ENTIRELY WITH 2-SACK GROUT ELIMINATING ALL AIR VOIDS, AND ABANDON IN PLACE. PIPING IS 2" IN 3" FRP PIPING

- CONTRACTOR NOTES:
1. CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES IN THE AREA PRIOR TO DIGGING.
  2. CONTRACTOR TO LOCK OUT/TAG OUT ALL ELECTRICAL TO THIS SYSTEM IN ACCORDANCE WITH 40 CFR 1926.417. THIS INCLUDES, BUT IS NOT LIMITED TO, IMPRESSED CURRENT SYSTEM, PUMP MOTOR, LIGHTS, LEAK DETECTION, AND FUEL MANAGEMENT SYSTEM.



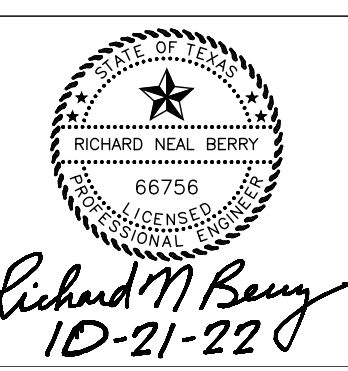
- UNDERGROUND STORAGE TANK REMOVAL NOTES
1. REMOVE UNDERGROUND STORAGE TANK, AND ALL ASSOCIATED EQUIPMENT IN ACCORDANCE WITH 30 TAC 334.55, & API RP 1604 THIRD EDITION, MARCH 1996 OR MOST CURRENT EDITION FOR CLOSURE AND REMOVAL OF UNDERGROUND PETROLEUM STORAGE TANKS.
  2. EXISTING TANK INTERIOR SHALL BE AT MAX 5% LEL OF PRODUCT IN THE TANK PRIOR TO BEING REMOVED.
  3. REMOVE FROM WITHIN THE TANK HOLE ALL TANK SUMPS AND COVERS, PRODUCT PIPING, FITTINGS, CONDUIT, HOSES, FILLS, VENTS, CONCRETE & COVERS.
  4. EXCAVATE AT LEAST 2' BENEATH UST. SOIL/GROUND WATER SAMPLES TO BE REMOVED AND SUBMITTED FOR ANALYSIS AND RETURNED TO OWNER.
  5. REMOVE CONCRETE AND GRAVEL OVER THE UST IN ITS ENTIRETY
  6. SHORE OR PROTECT THE SIDES OF THE EXCAVATION FROM FAILURE. DO NOT ENTER AN UNPROTECTED HOLE. MANIFEST THE UST AND DISPOSE OF IT IN ACCORDANCE WITH STATE LAW.

(A) BACKFILL DETAIL NOT TO SCALE



D-1

|             |            |          |    |
|-------------|------------|----------|----|
| DESIGNED BY | CDS        |          |    |
| DRAWN BY    | DAG        |          |    |
| CHECKED BY  | RNB        |          |    |
| REVIEWED BY | RNB        |          |    |
| DATE        | 10-21-2022 |          |    |
| NO          | DATE       | REVISION | BY |



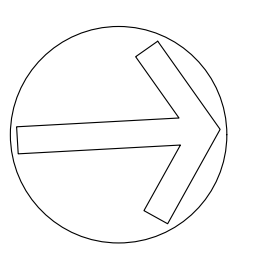
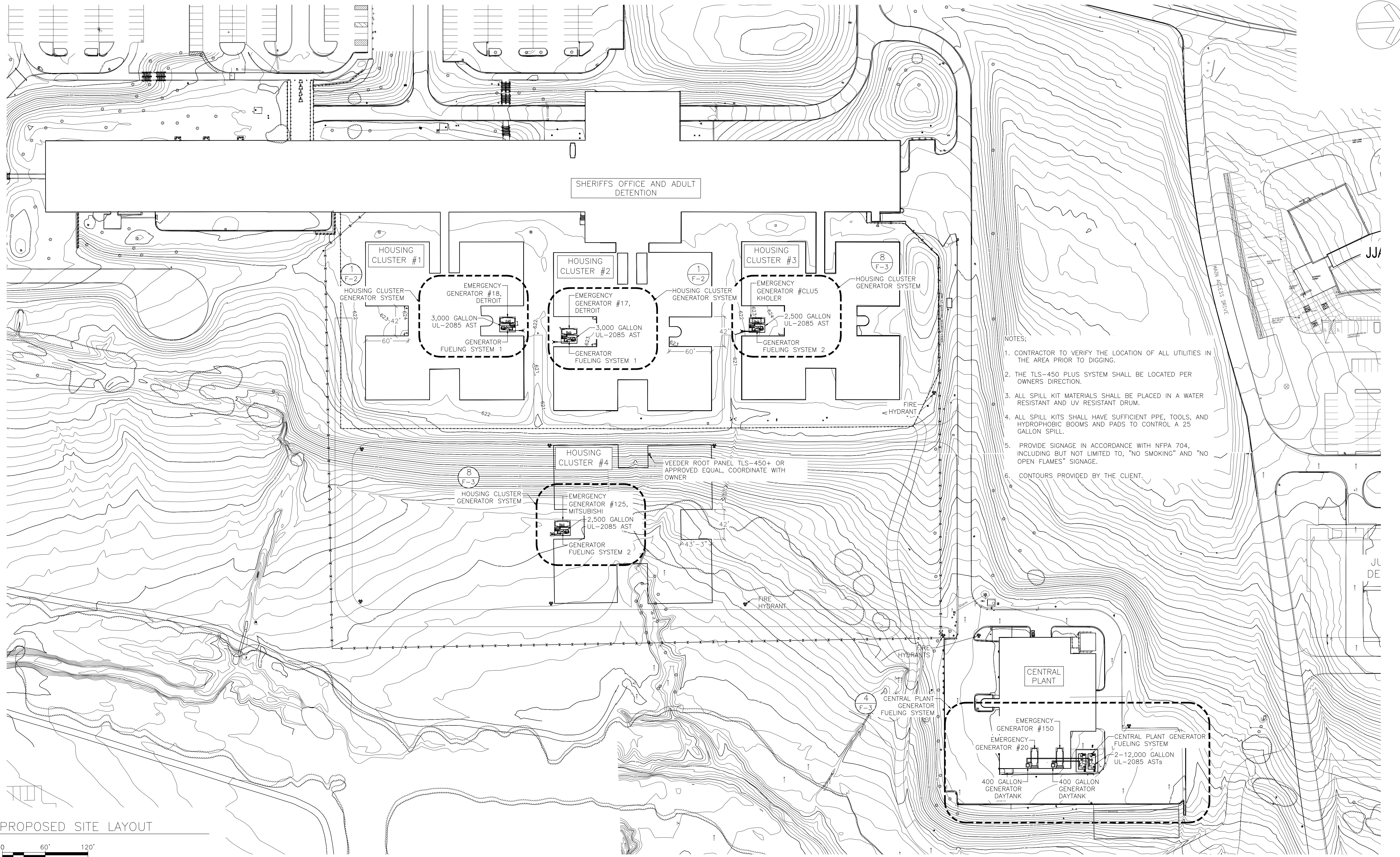
**CDS muery**  
ENGINEERS | SURVEYORS  
100 NE LOOP 410, STE. 300 | SAN ANTONIO, TEXAS 78216  
(210) 581-1111 | TBPE NO. F-1733 | TBPLS NO. 100495-00

**MD ENGINEERING**  
Texas Registered Firm No. F-7489  
1255 West 15th Street, Suite 300  
Plano, TX 75075  
469.467.0200  
Email: mdengco@md-eng.com  
Project Number: 221449

**DEMOLITION PLAN**  
COLLIN COUNTY JUSTICE CENTER  
EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT  
4300 COMMUNITY AVENUE  
MCKINNEY, TEXAS 75071

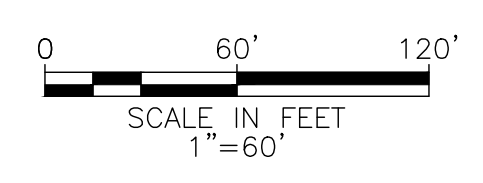
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| SHEET NO. | 3         |
| OF        | 16 SHEETS |
| FILE NO.  | 122010    |





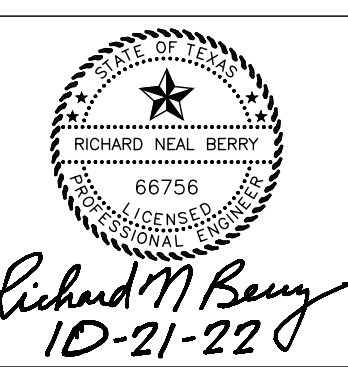
- NOTES:
1. CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES IN THE AREA PRIOR TO DIGGING.
  2. THE TLS-450 PLUS SYSTEM SHALL BE LOCATED PER OWNERS DIRECTION.
  3. ALL SPILL KIT MATERIALS SHALL BE PLACED IN A WATER RESISTANT AND UV RESISTANT DRUM.
  4. ALL SPILL KITS SHALL HAVE SUFFICIENT PPE, TOOLS, AND HYDROPHOBIC BOOMS AND PADS TO CONTROL A 25 GALLON SPILL.
  5. PROVIDE SIGNAGE IN ACCORDANCE WITH NFPA 704, INCLUDING BUT NOT LIMITED TO, "NO SMOKING" AND "NO OPEN FLAMES" SIGNAGE.
  6. CONTOURS PROVIDED BY THE CLIENT.

PROPOSED SITE LAYOUT



F-1

|             |            |          |    |
|-------------|------------|----------|----|
| DESIGNED BY | CDS        |          |    |
| DRAWN BY    | DAG        |          |    |
| CHECKED BY  | RNB        |          |    |
| REVIEWED BY | RNB        |          |    |
| DATE        | 10-21-2022 |          |    |
| NO          | DATE       | REVISION | BY |



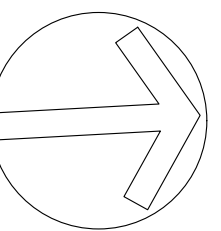
**CDS muery**  
**ENGINEERS | SURVEYORS**  
 100 NE LOOP 410, STE. 300 | SAN ANTONIO, TEXAS 78216  
 (210) 581-1111 | TBPE NO. F-1733 | TBPLS NO. 100495-00

**MD ENGINEERING**  
 Texas Registered Firm No. F-7489  
 1255 West 15th Street, Suite 300  
 Plano, TX 75075  
 469.467.0200  
 Email: mdengco@md-eng.com  
 Project Number: 221449

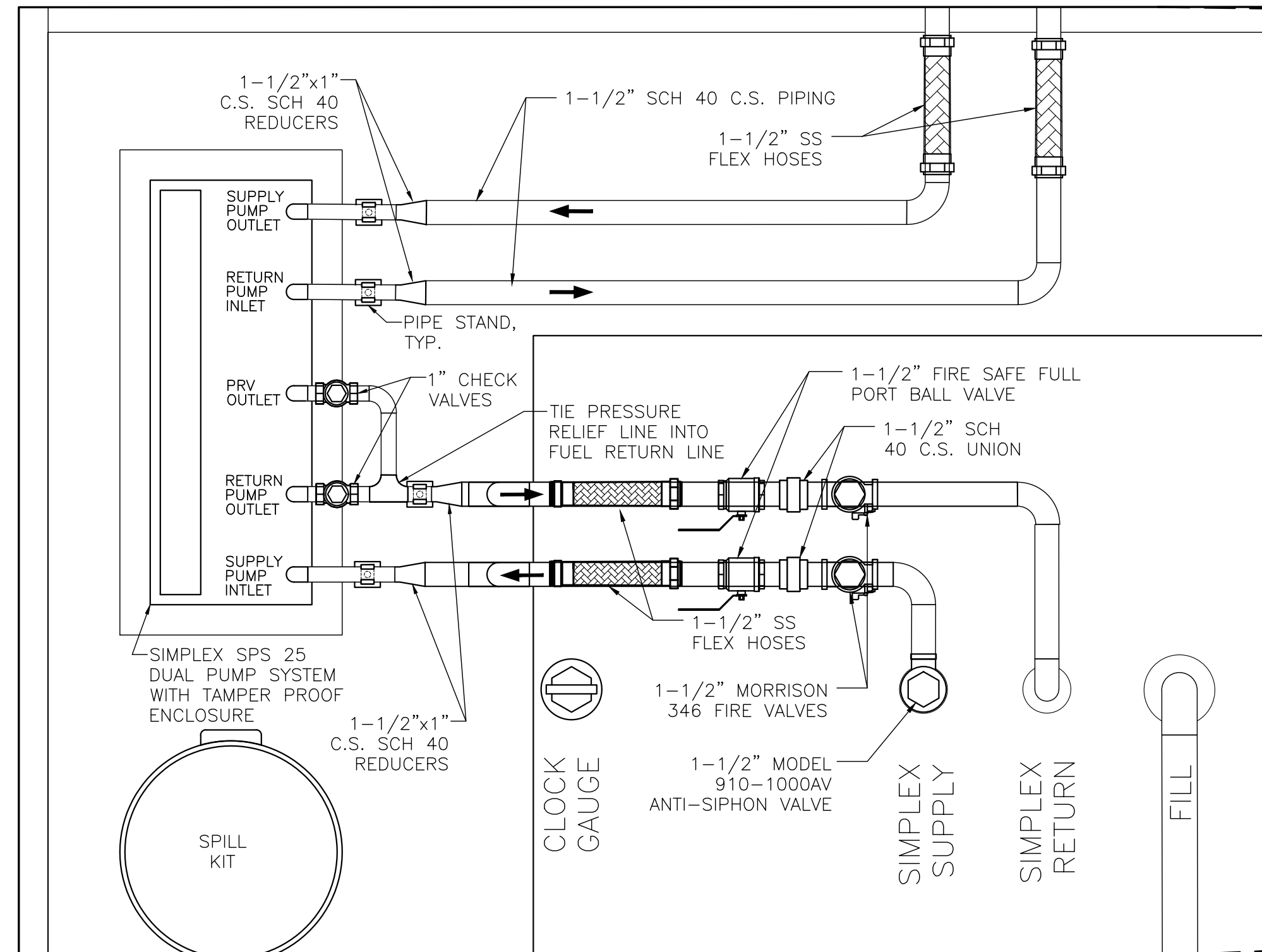
**PROPOSED SITE LAYOUT**  
**COLLIN COUNTY JUSTICE CENTER**  
**EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT**  
 4300 COMMUNITY AVENUE  
 MCKINNEY, TEXAS 75071

|           |           |
|-----------|-----------|
| SHEET NO. | 5         |
| OF        | 16 SHEETS |
| FILE NO.  | 122010    |

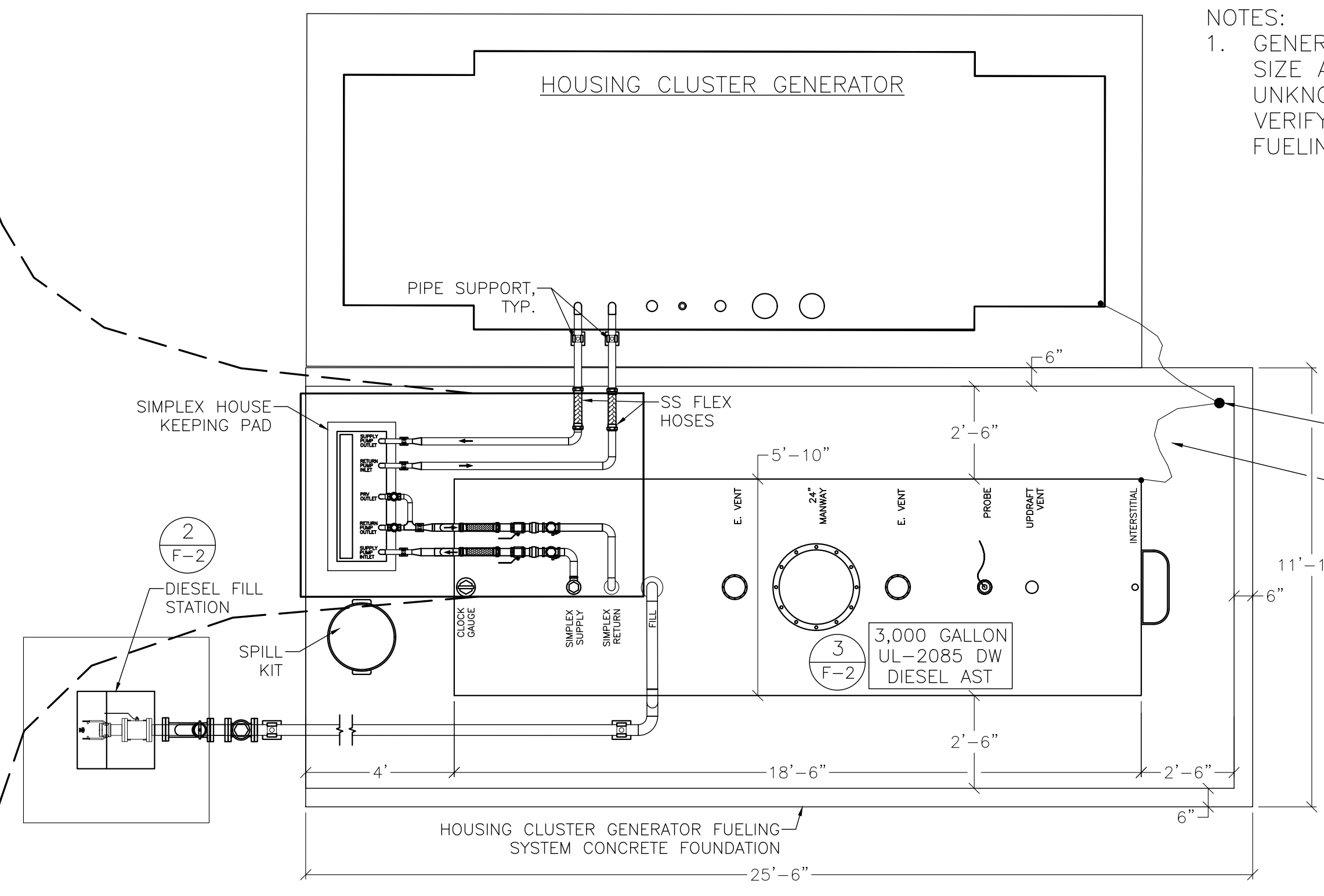




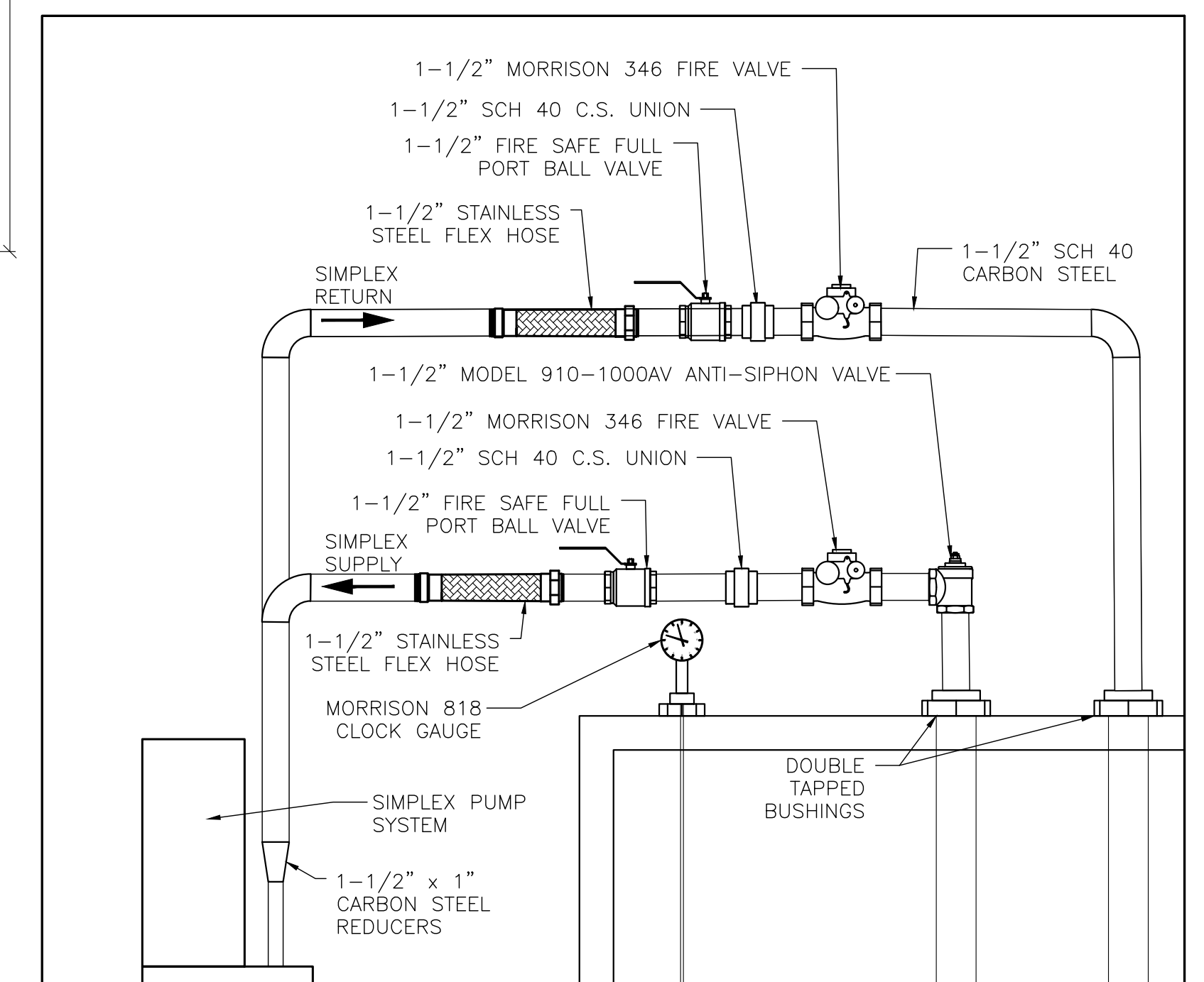
NOTES:  
1. GENERATOR PORT OPENING SIZE AND LOCATION IS UNKNOWN, CONTRACTOR TO VERIFY BOTH PRIOR TO FUELING SYSTEM TIE-IN



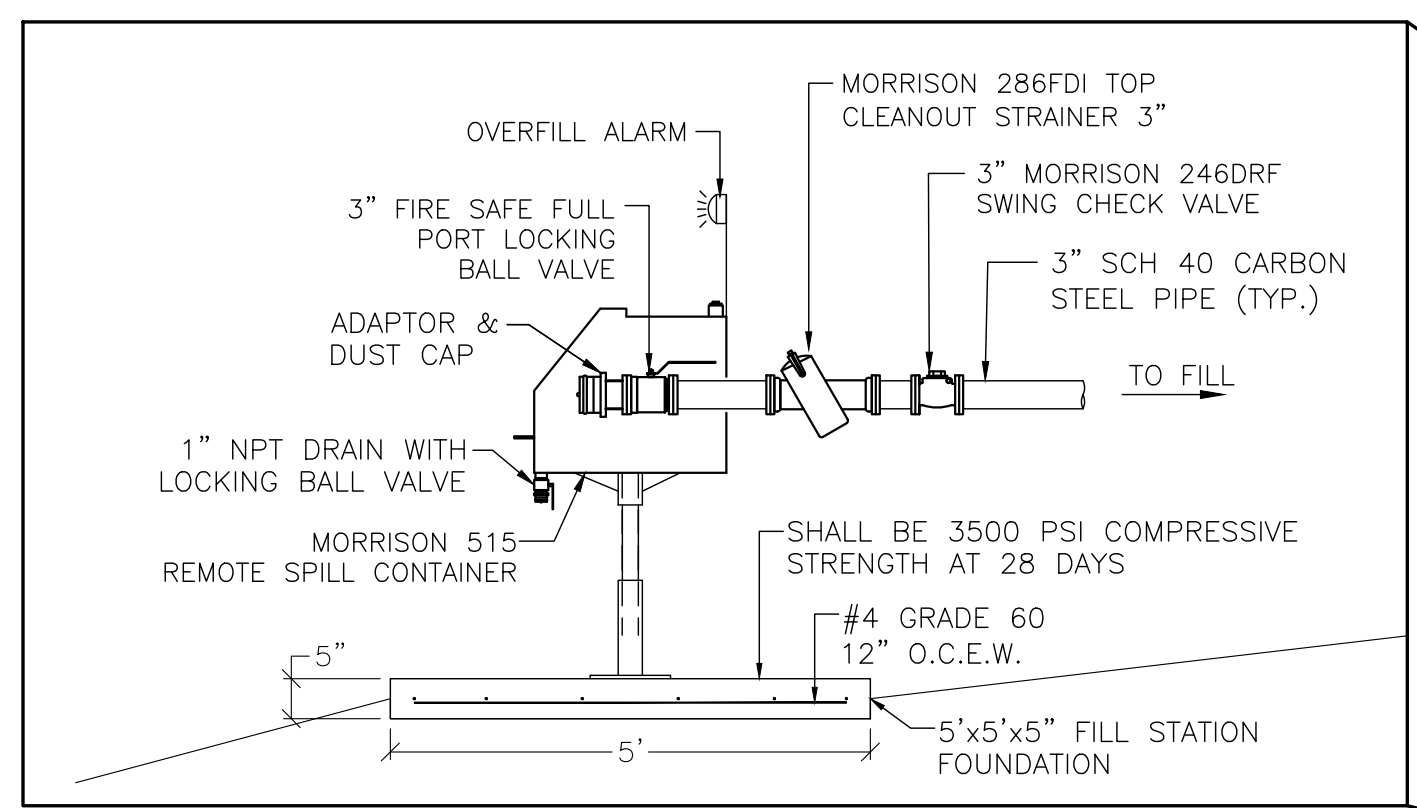
PIPING DETAIL NOT TO SCALE



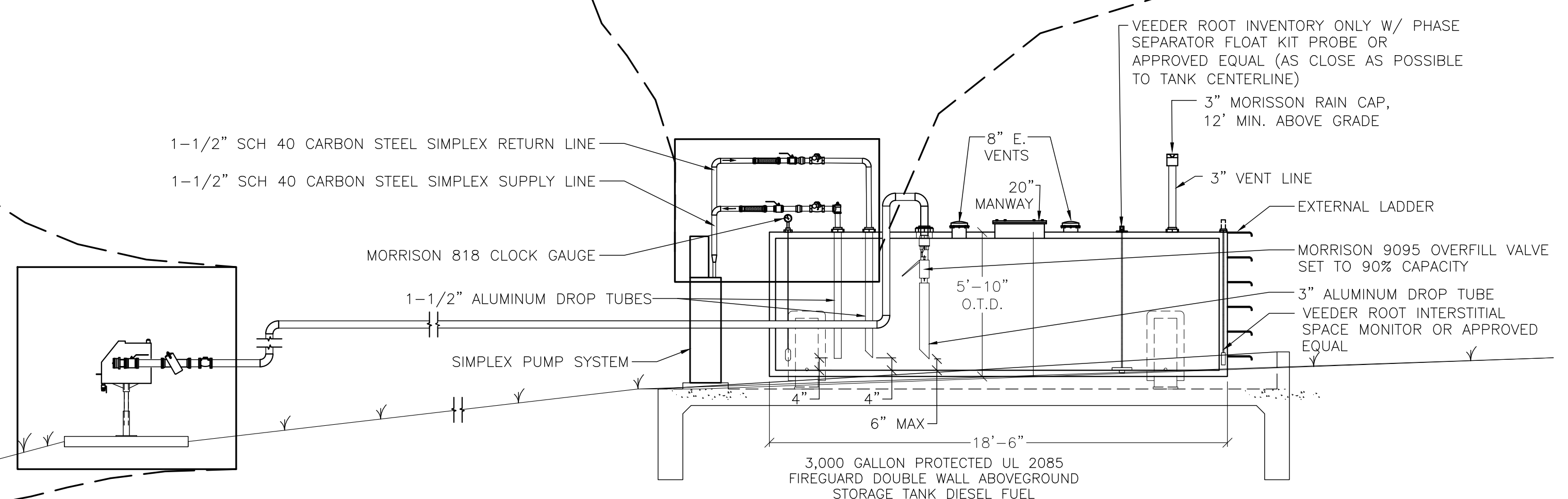
1 HOUSING CLUSTER GENERATOR FUELING SYSTEM  
SCALE IN FEET 1"=3'



PIPING DETAIL NOT TO SCALE

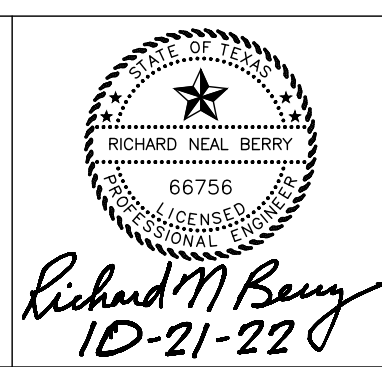


2 DIESEL FILL STATION NOT TO SCALE



3 3,000 GALLON DIESEL AST DETAIL NOT TO SCALE

|             |            |          |    |
|-------------|------------|----------|----|
| DESIGNED BY | CDS        |          |    |
| DRAWN BY    | DAG        |          |    |
| CHECKED BY  | RNB        |          |    |
| REVIEWED BY | RNB        |          |    |
| DATE        | 10-21-2022 |          |    |
| NO          | DATE       | REVISION | BY |

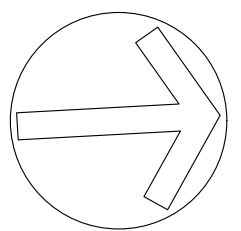


**CDS muery**  
ENGINEERS | SURVEYORS  
100 NE LOOP 410, STE. 300 | SAN ANTONIO, TEXAS 78216  
(210) 581-1111 | TBPE NO. F-1733 | TBPLS NO. 100495-00

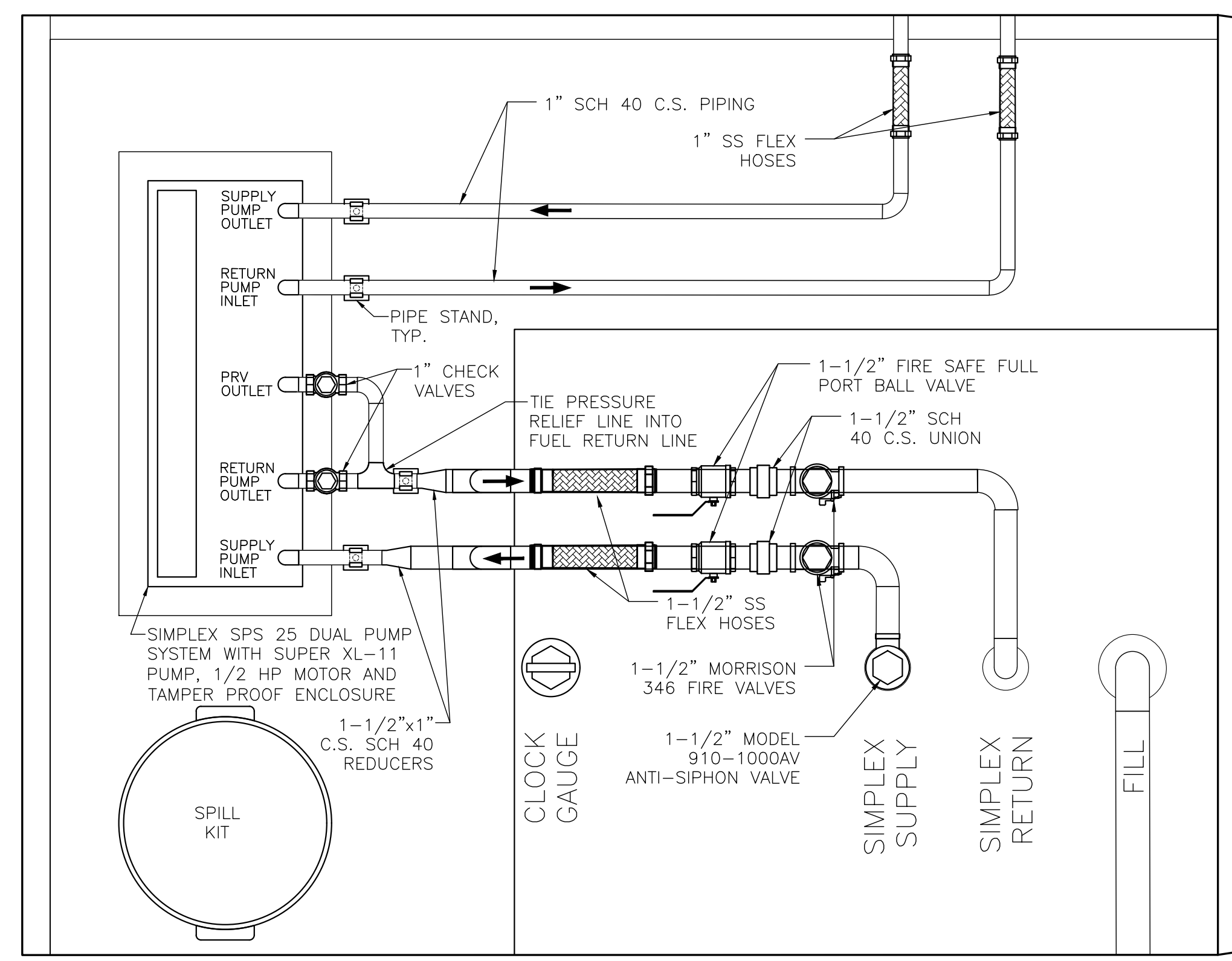
**MD ENGINEERING**  
Texas Registered Firm No. F-7489  
1255 West 15th Street, Suite 300  
Plano, TX 75075  
469.467.0200  
Email: mdengco@md-eng.com  
Project Number: 221449

**HOUSING CLUSTER GENERATOR FUELING SYSTEM 1**  
COLLIN COUNTY JUSTICE CENTER  
EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT  
4300 COMMUNITY AVENUE  
MCKINNEY, TEXAS 75071

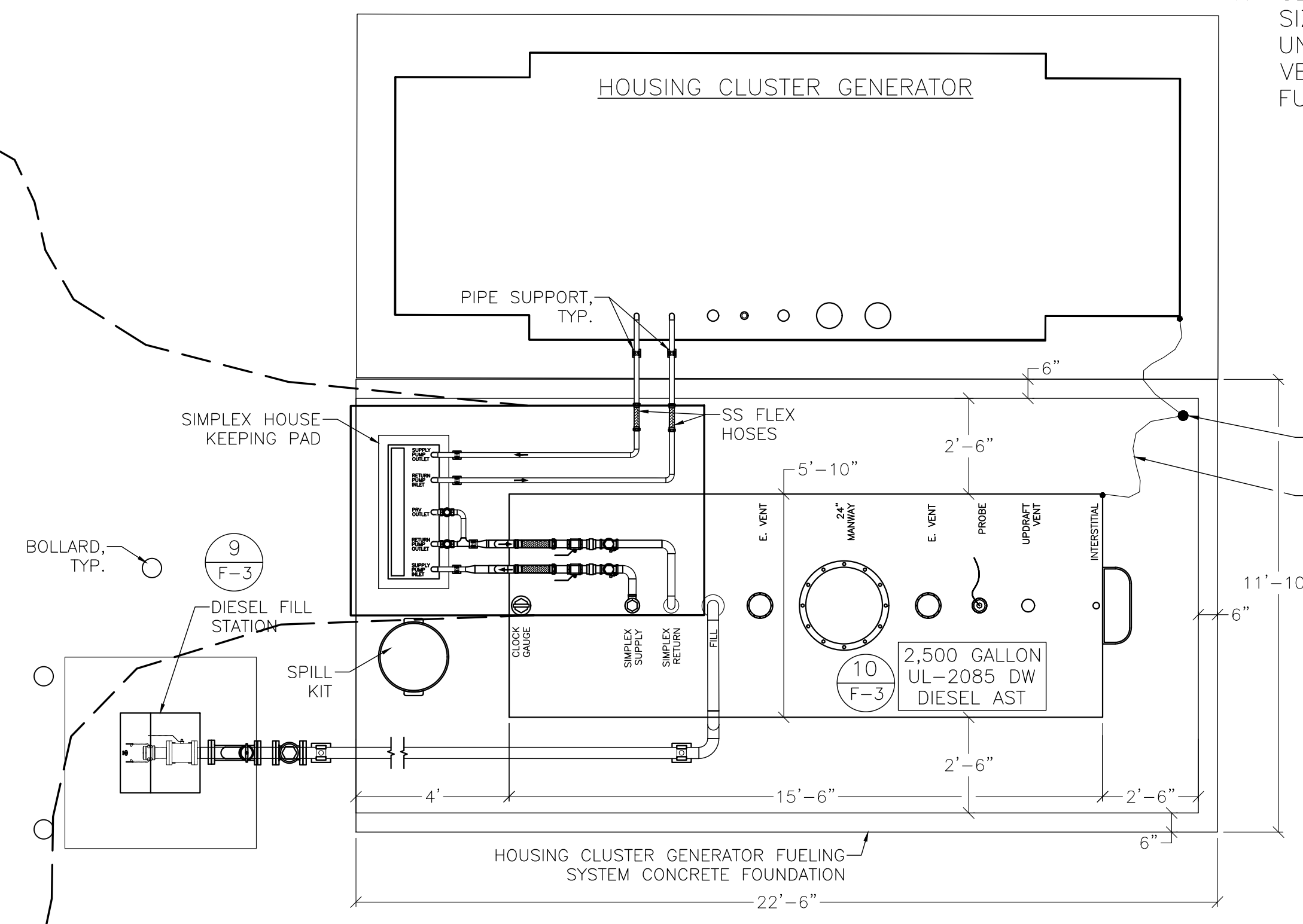
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| SHEET NO. | 6         |
| OF        | 16 SHEETS |
| FILE NO.  | 122010    |



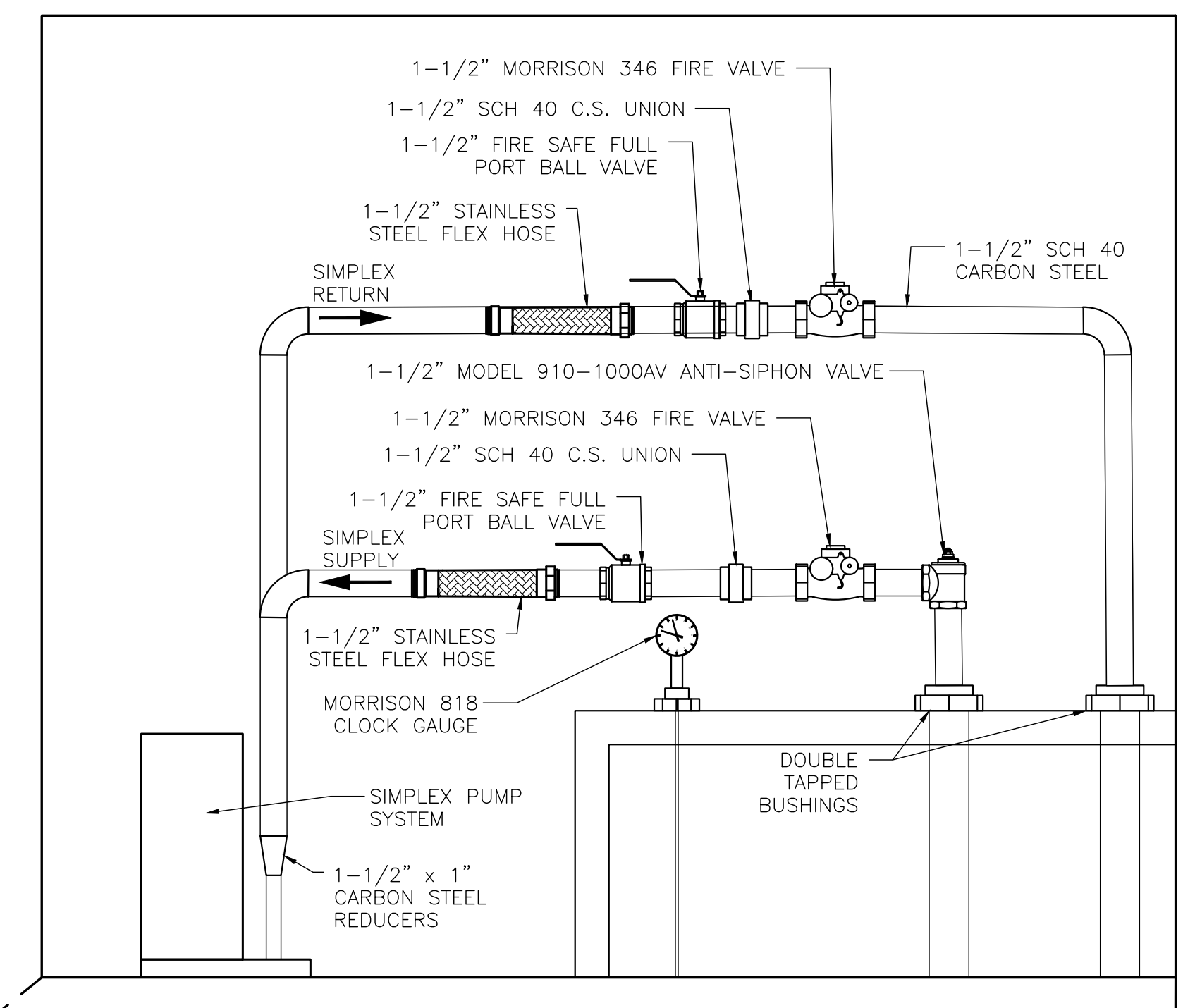
NOTES:  
 1. GENERATOR PORT OPENING SIZE AND LOCATION IS UNKNOWN, CONTRACTOR TO VERIFY BOTH PRIOR TO FUELING SYSTEM TIE-IN



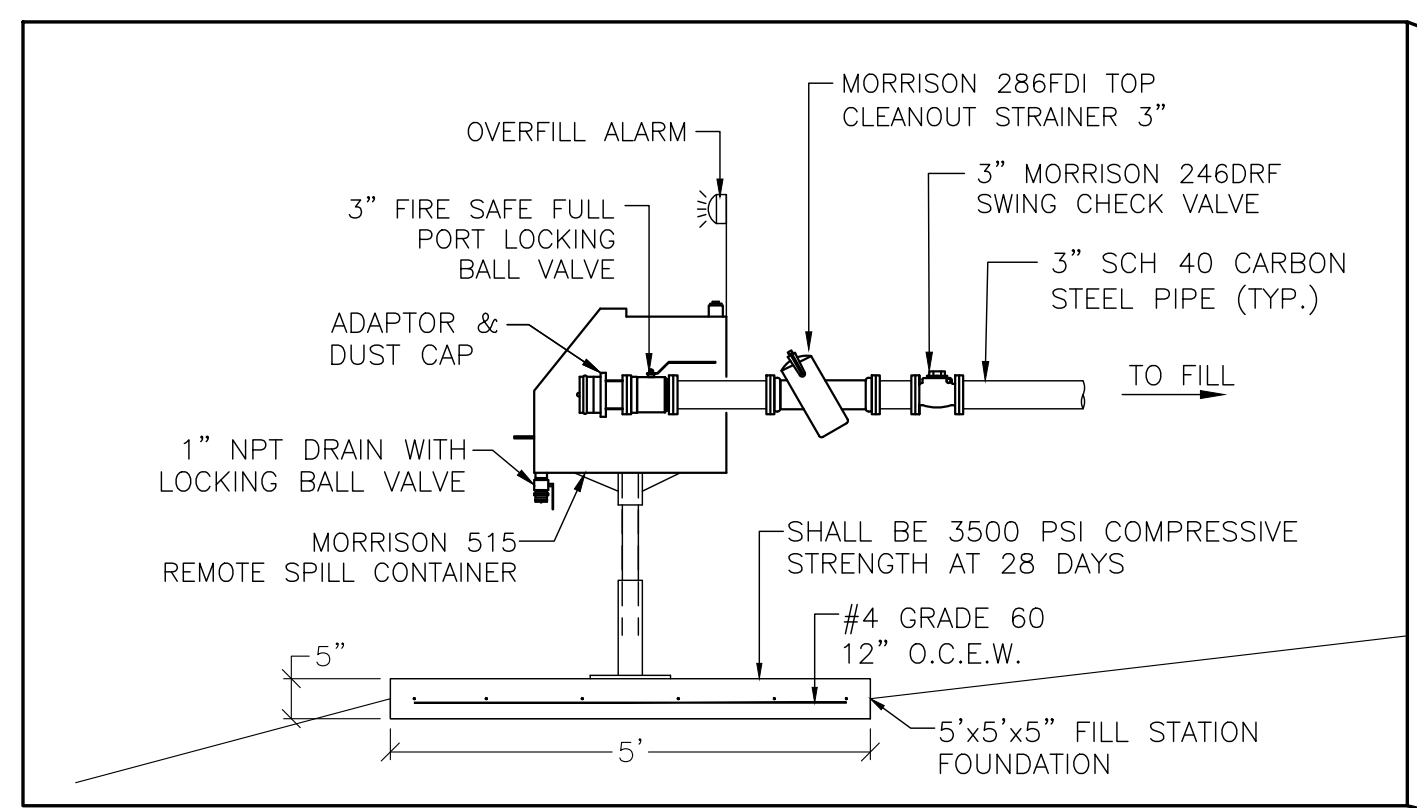
SIMPLEX PIPING DETAIL  
NOT TO SCALE



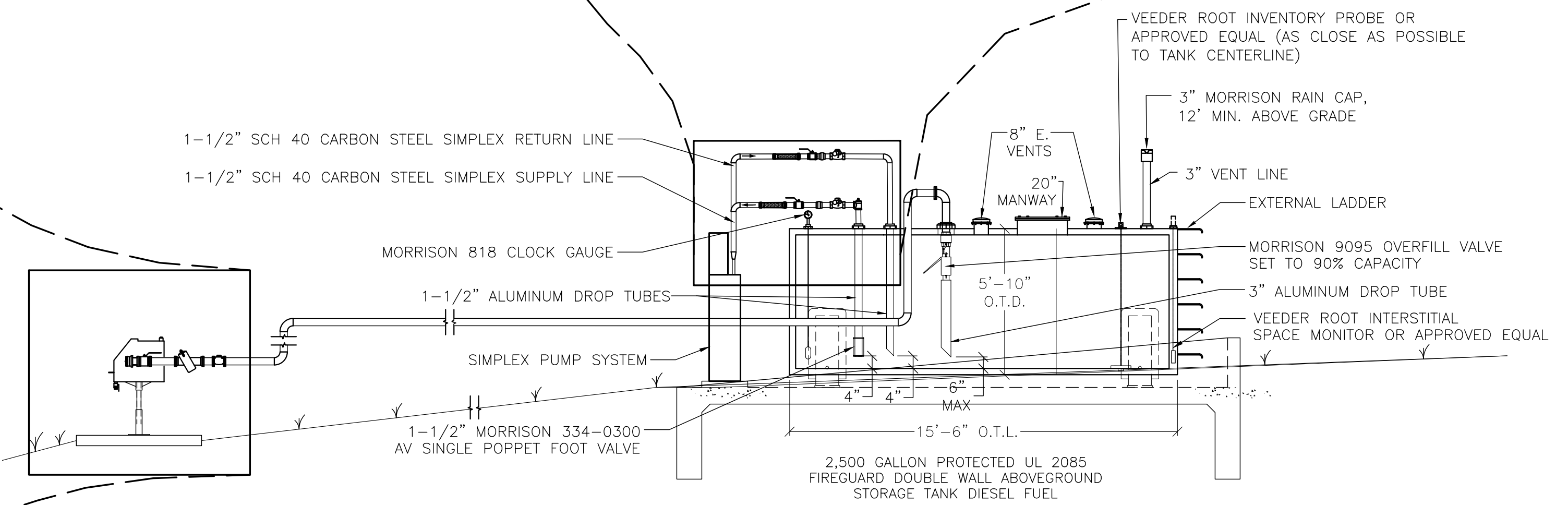
HOUSING CLUSTER GENERATOR FUELING SYSTEM  
 SCALE IN FEET  
 1"=3'



PIPING DETAIL  
NOT TO SCALE

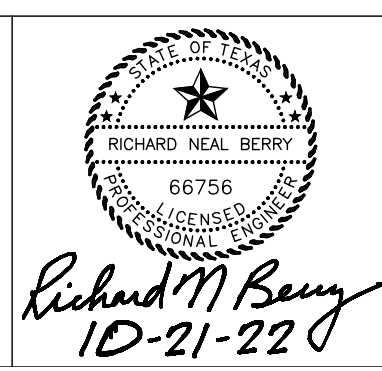


DIESEL FILL STATION  
NOT TO SCALE



2,500 GALLON DIESEL AST DETAIL  
NOT TO SCALE

|             |            |          |    |
|-------------|------------|----------|----|
| DESIGNED BY | CDS        |          |    |
| DRAWN BY    | DAG        |          |    |
| CHECKED BY  | RNB        |          |    |
| REVIEWED BY | RNB        |          |    |
| DATE        | 10-21-2022 |          |    |
| NO          | DATE       | REVISION | BY |



**CDS muery**  
 ENGINEERS | SURVEYORS  
 100 NE LOOP 410, STE. 300 | SAN ANTONIO, TEXAS 78216  
 (210) 581-1111 | TBPE NO. F-1733 | TBPLS NO. 100495-00

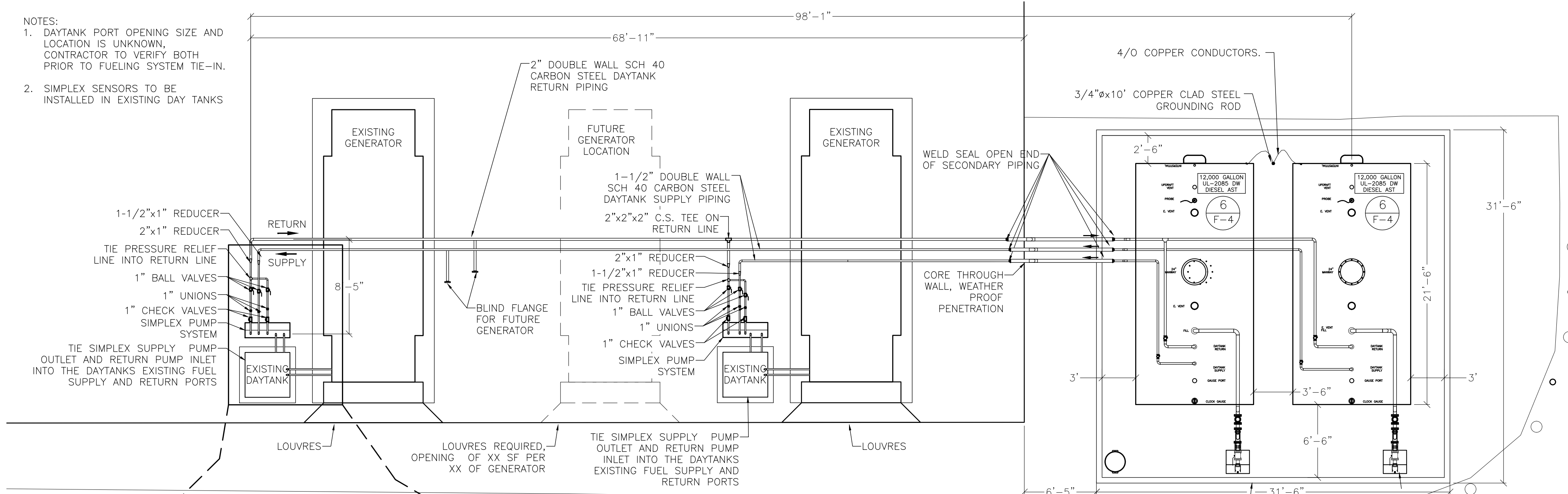
**MD ENGINEERING**  
 Texas Registered Firm No. F-7489  
 1255 West 15th Street, Suite 300  
 Plano, TX 75075  
 469.467.0200  
 Email: mdengco@md-eng.com  
 Project Number: 221449

**HOUSING CLUSTER GENERATOR FUELING SYSTEM 2**  
 COLLIN COUNTY JUSTICE CENTER  
 EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT  
 4300 COMMUNITY AVENUE  
 MCKINNEY, TEXAS 75071

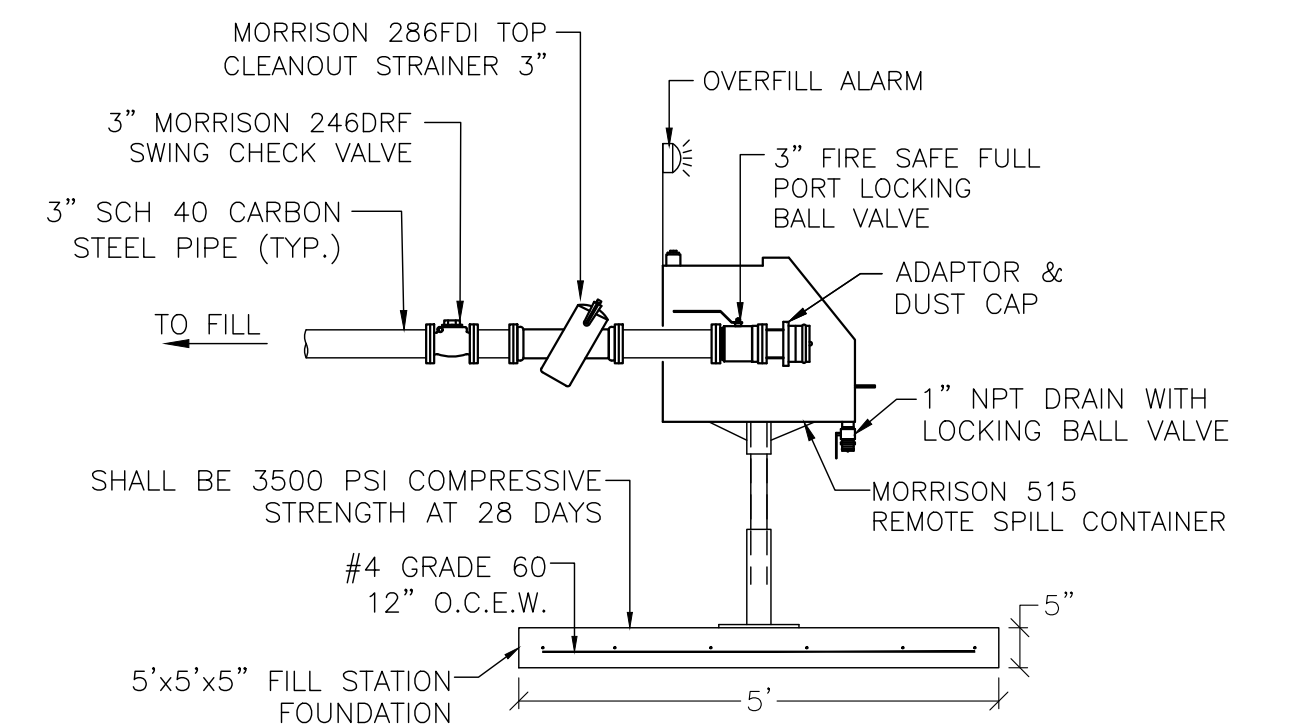
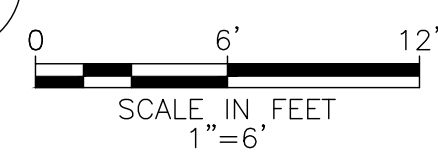
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| SHEET NO. | 7         |
| OF        | 16 SHEETS |
| FILE NO.  | 122010    |

F-3

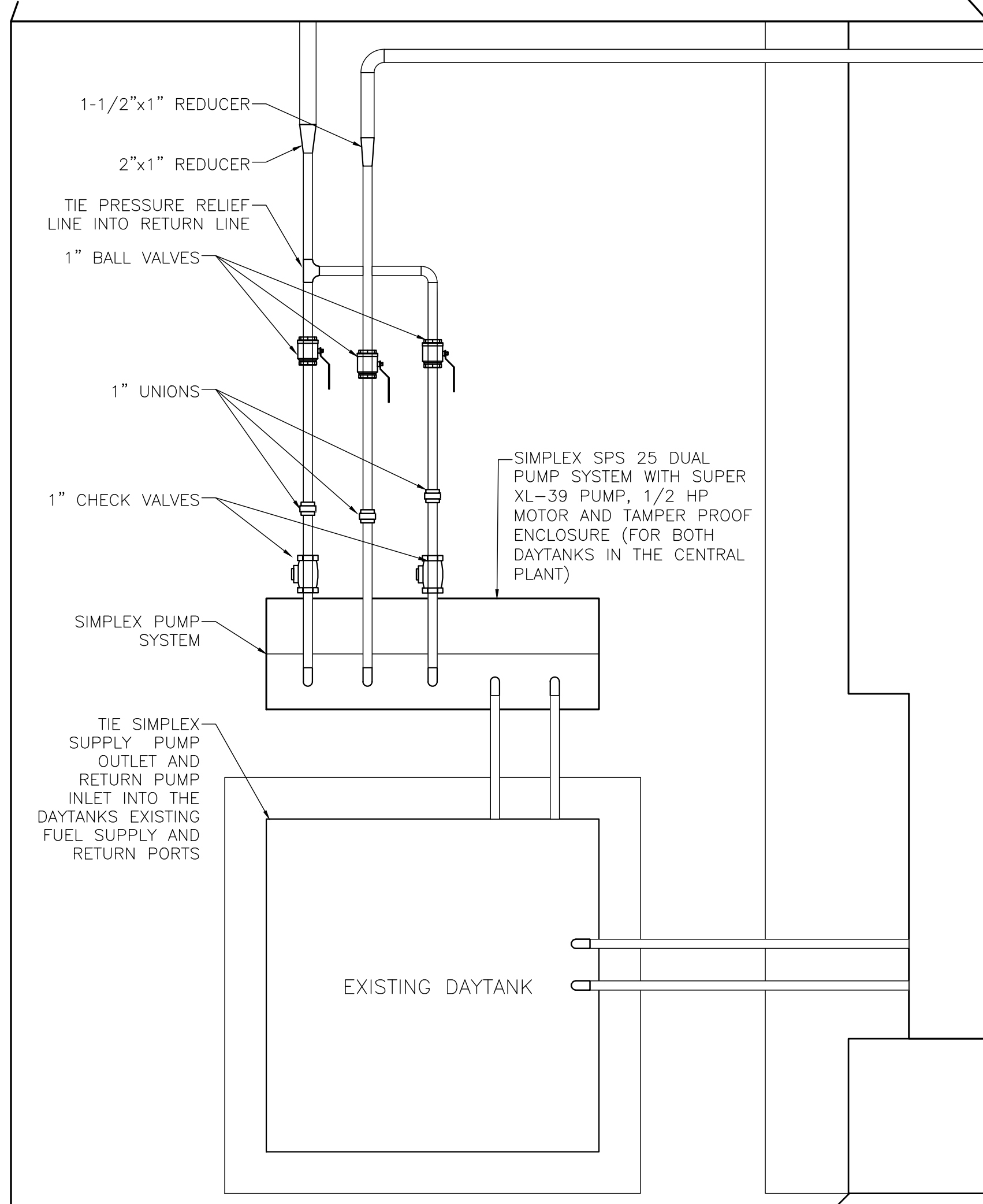
- NOTES:  
 1. DAYTANK PORT OPENING SIZE AND LOCATION IS UNKNOWN, CONTRACTOR TO VERIFY BOTH PRIOR TO FUELING SYSTEM TIE-IN.  
 2. SIMPLEX SENSORS TO BE INSTALLED IN EXISTING DAY TANKS



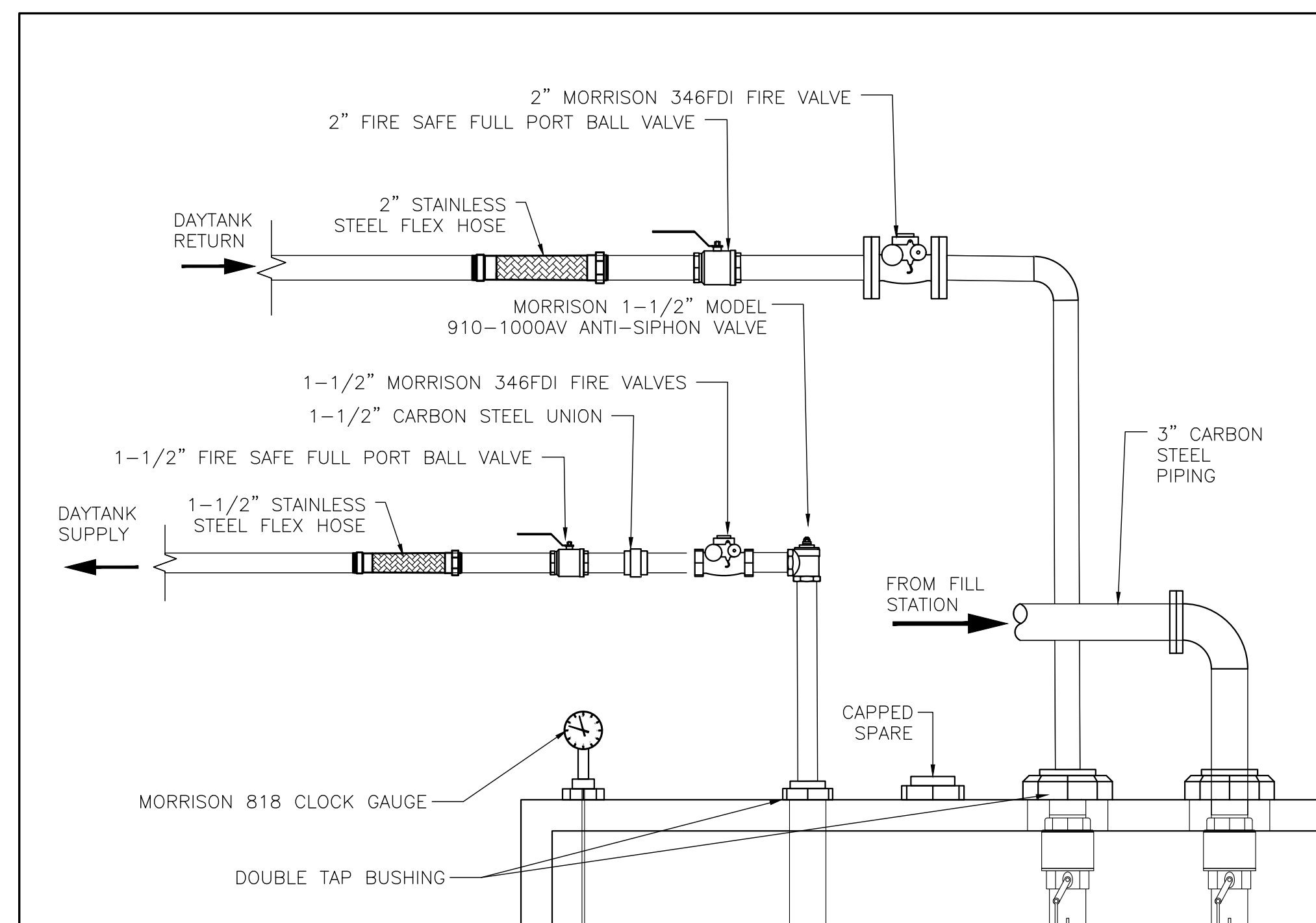
4 CENTRAL PLANT GENERATOR FUELING SYSTEM  
 F-1



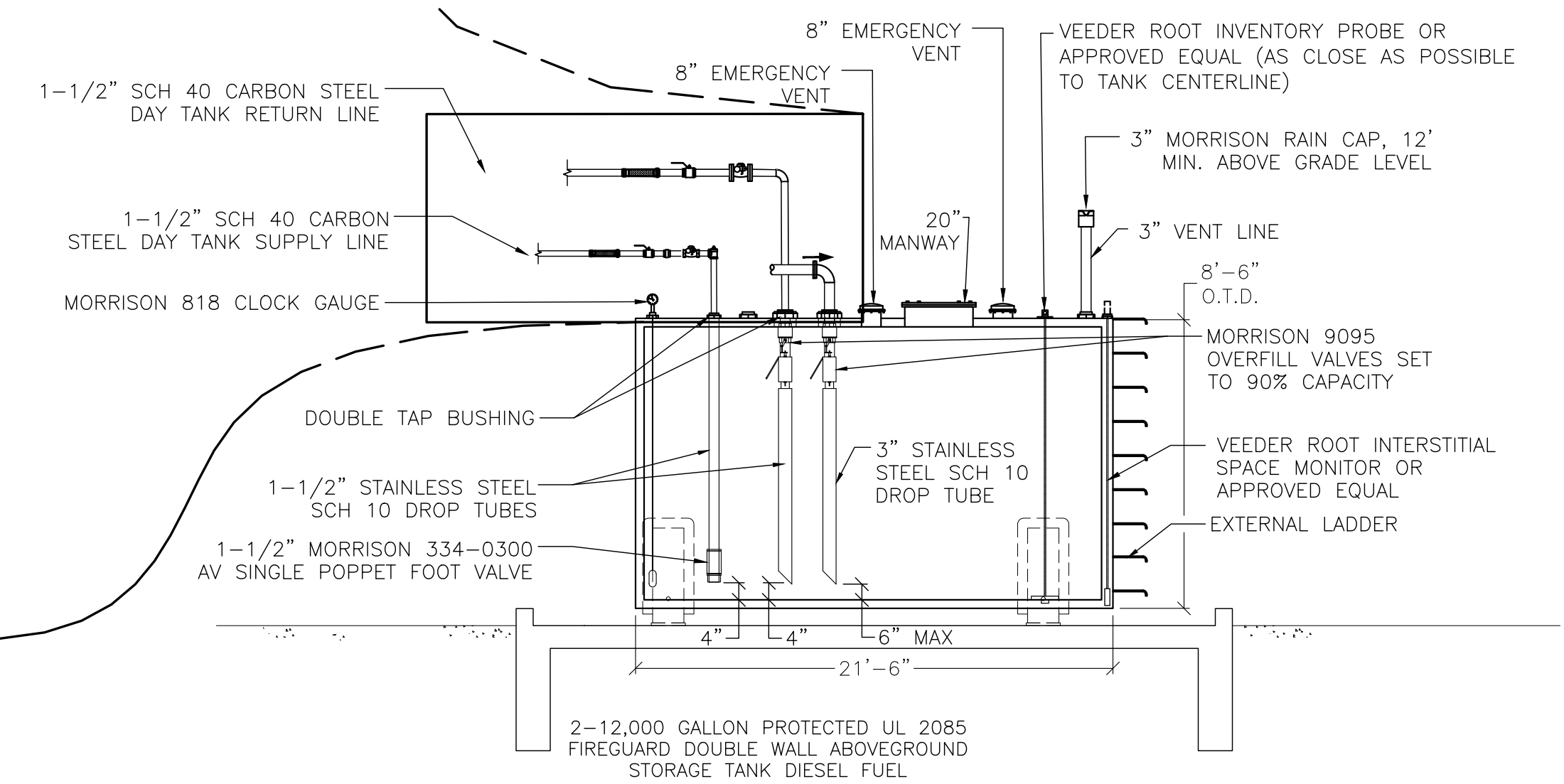
5 DIESEL FILL STATION  
 F-4 NOT TO SCALE



SIMPLEX PIPING DETAIL  
 NOT TO SCALE



PUMP PIPING DETAIL  
 NOT TO SCALE

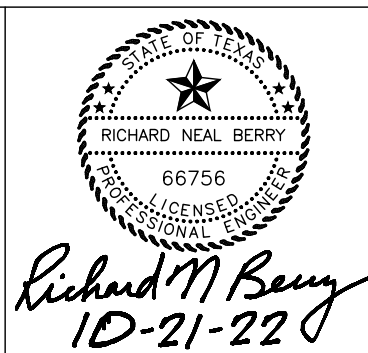


6 12,000 GALLON DIESEL AST DETAIL  
 F-3 NOT TO SCALE

F-4

| NO | DATE | REVISION | BY |
|----|------|----------|----|
|    |      |          |    |
|    |      |          |    |
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|    |      |          |    |
|    |      |          |    |

DESIGNED BY CDS  
 DRAWN BY DAG  
 CHECKED BY RNB  
 REVIEWED BY RNB  
 DATE 10-21-2022

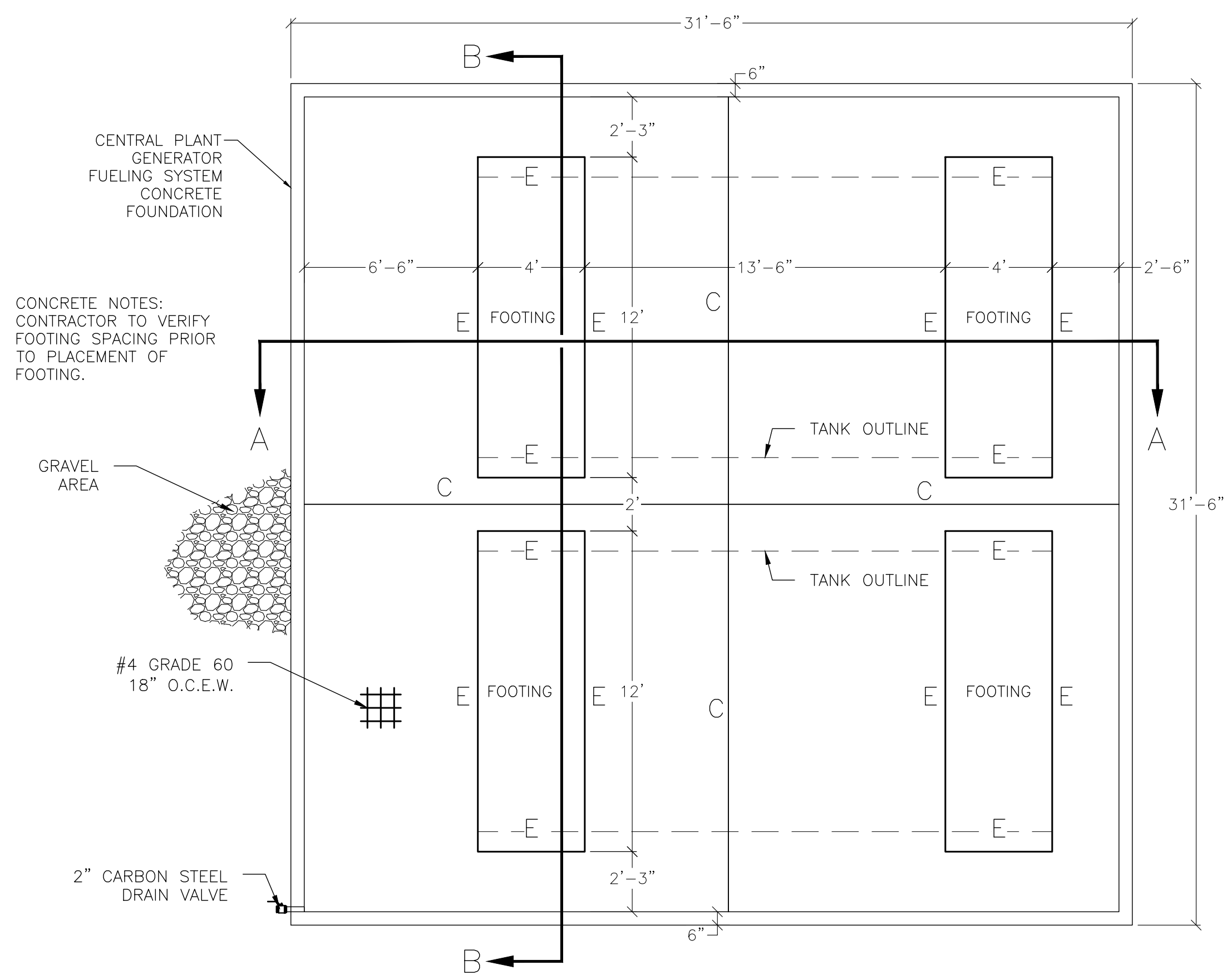


**SCDS muery**  
 ENGINEERS | SURVEYORS  
 100 NE LOOP 410, STE. 300 | SAN ANTONIO, TEXAS 78216  
 (210) 581-1111 | TBPE NO. F-1733 | TBPLS NO. 100495-00

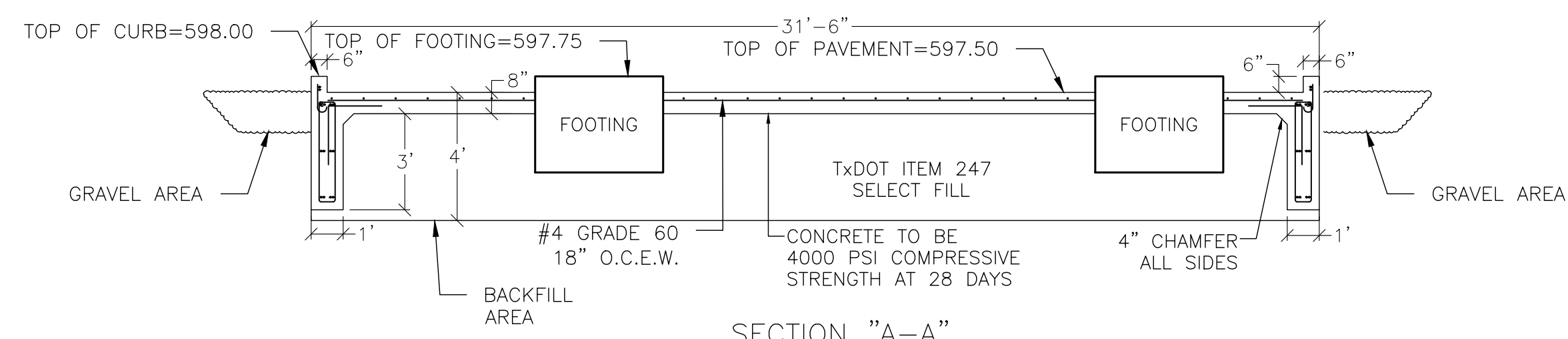
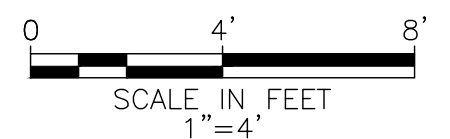
**MD ENGINEERING**  
 Texas Registered Firm No. F-7489  
 1255 West 15th Street, Suite 300  
 Plano, TX 75075  
 469.467.0200  
 Email: mdengco@md-eng.com  
 Project Number: 221449

CENTRAL PLANT  
 GENERATOR FUELING SYSTEM  
 COLLIN COUNTY JUSTICE CENTER  
 EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT  
 4300 COMMUNITY AVENUE  
 MCKINNEY, TEXAS 75071

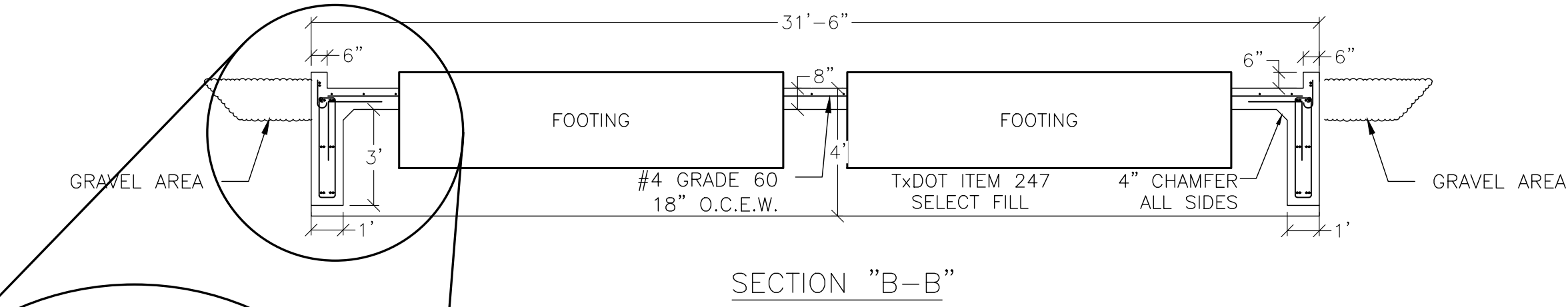
SHEET NO. 8  
 OF 16 SHEETS  
 FILE NO. 122010



CENTRAL PLANT GENERATOR FUELING SYSTEM FOUNDATION DETAILS



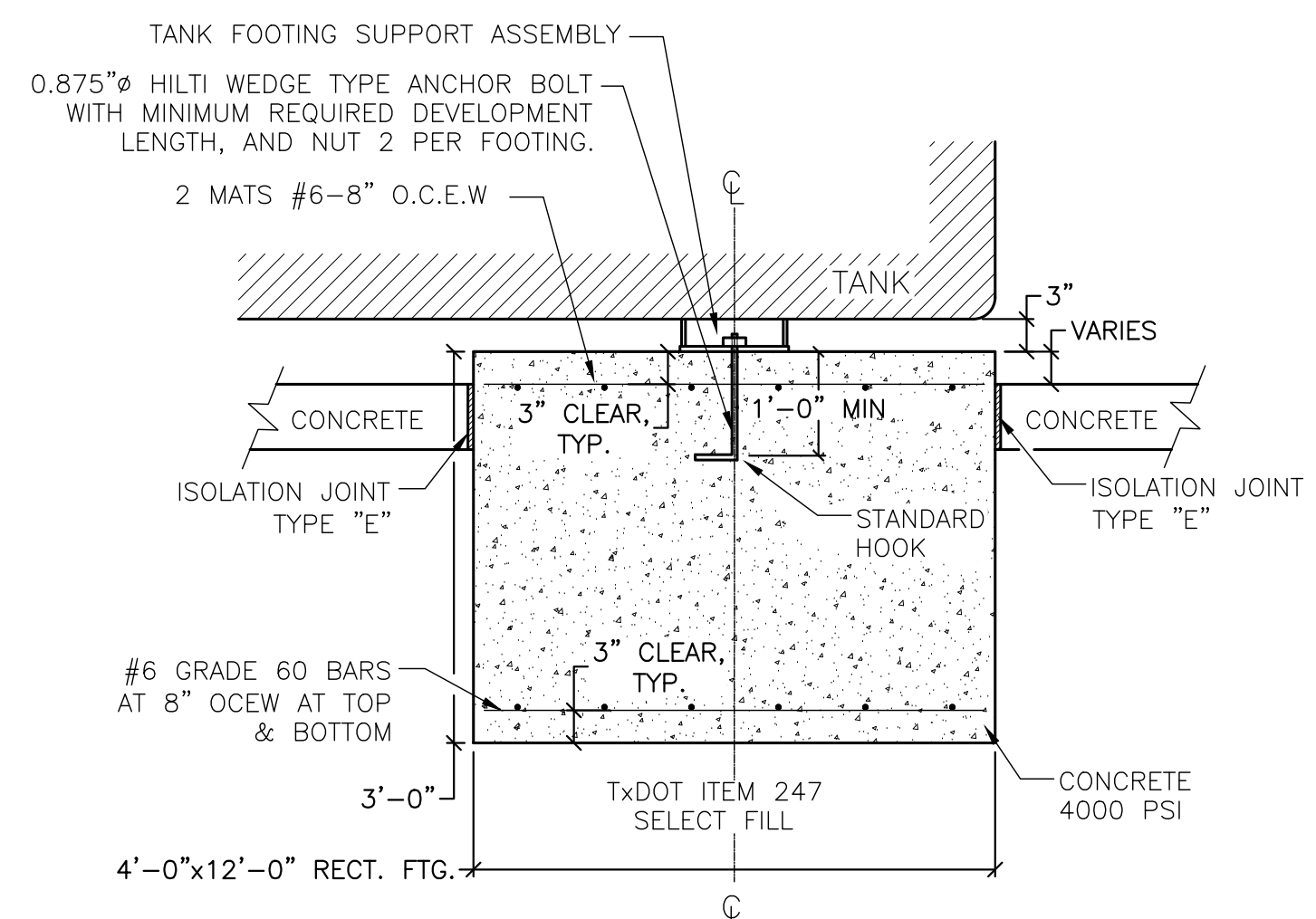
SECTION "A-A"



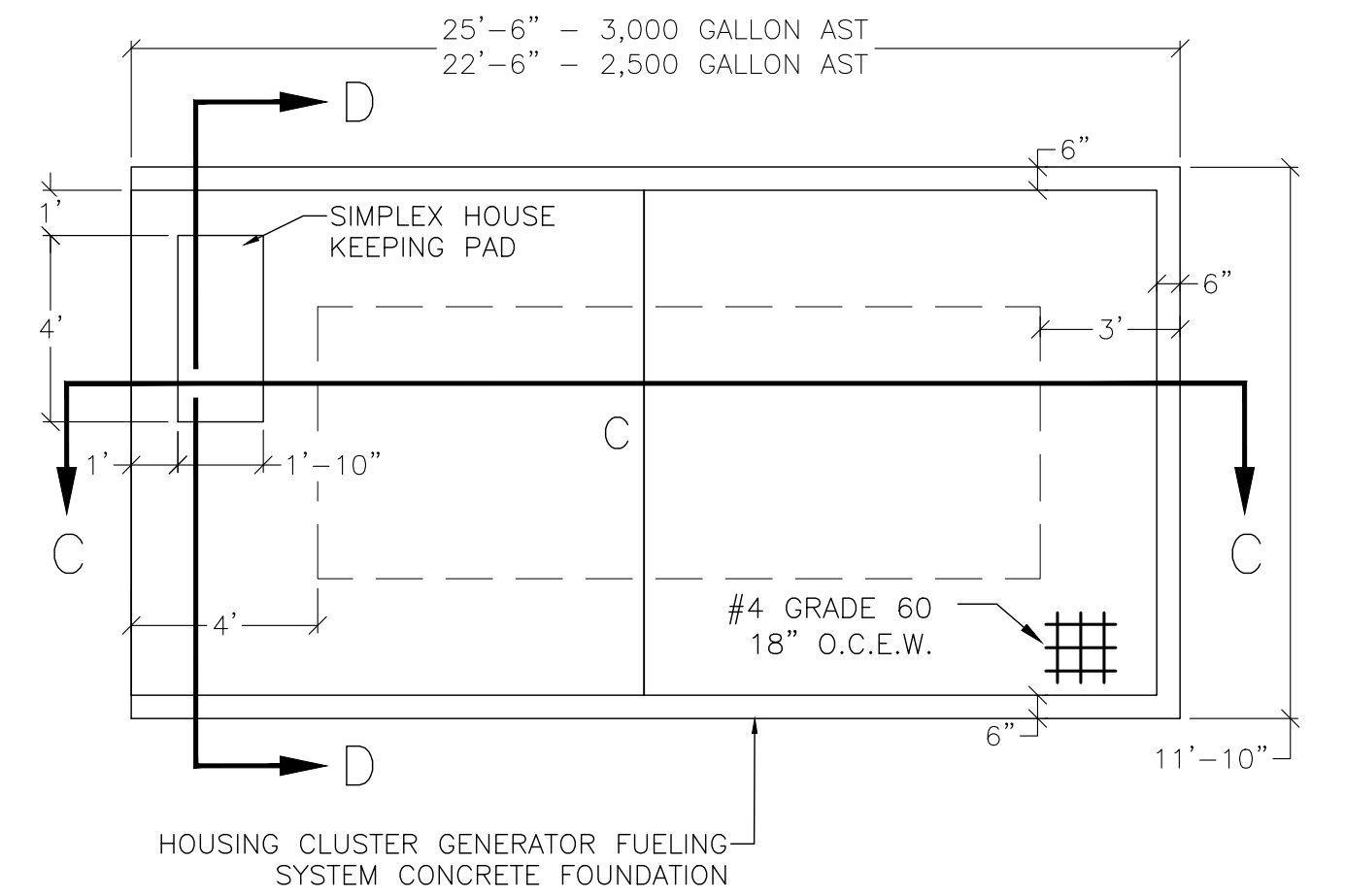
SECTION "B-B"

CENTRAL PLANT GENERATOR FUELING SYSTEM FOUNDATION SECTIONS

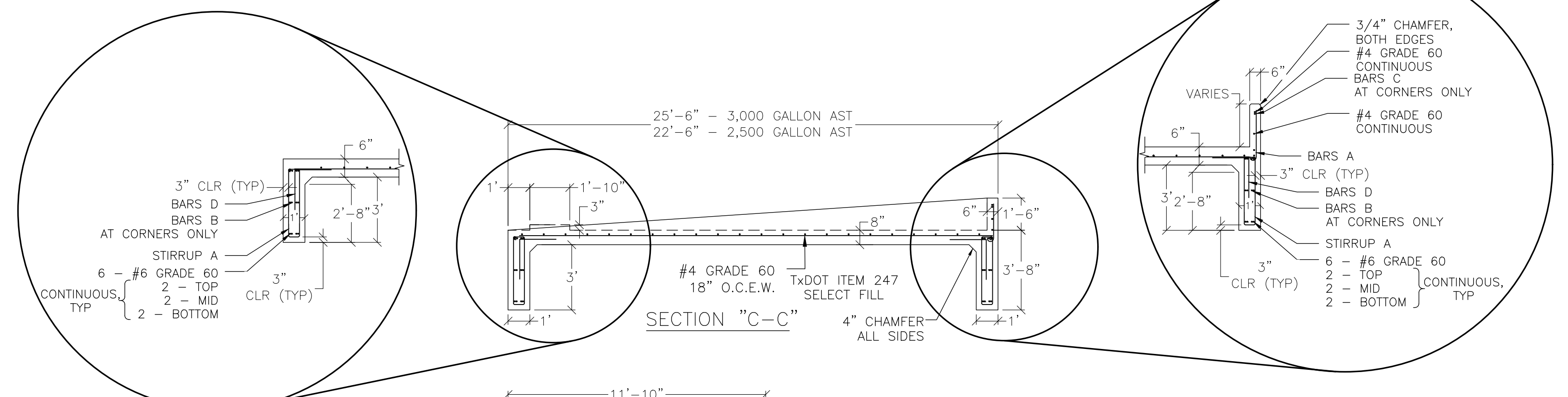
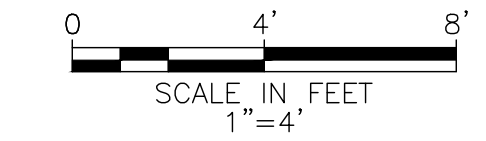
- CONCRETE NOTES:**
1. CONCRETE PADS FOR USE UNDER THE ASTS SHALL BE PLACED OVER SELECT FILL THAT HAVE BEEN COMPACTED TO 95% OF ASTM D-698, MOISTURE TO 0 TO +4 OF OPTIMUM.
  2. SELECT FILL UNDER CONCRETE PAVING SHALL BE TxDOT ITEM 247 GRADE 1 TYPE A.



FOOTING DETAIL NOT TO SCALE

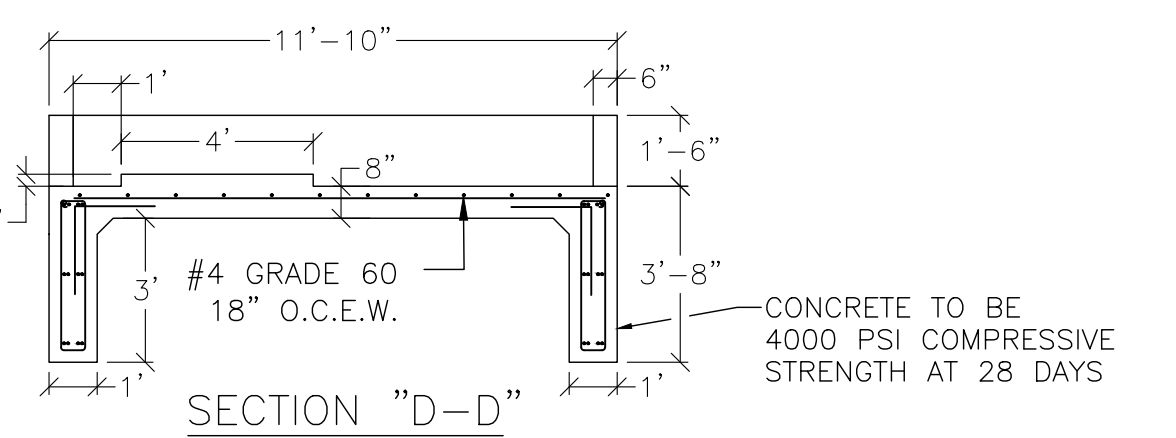


HOUSING CLUSTER GENERATOR FUELING SYSTEM FOUNDATION DETAILS

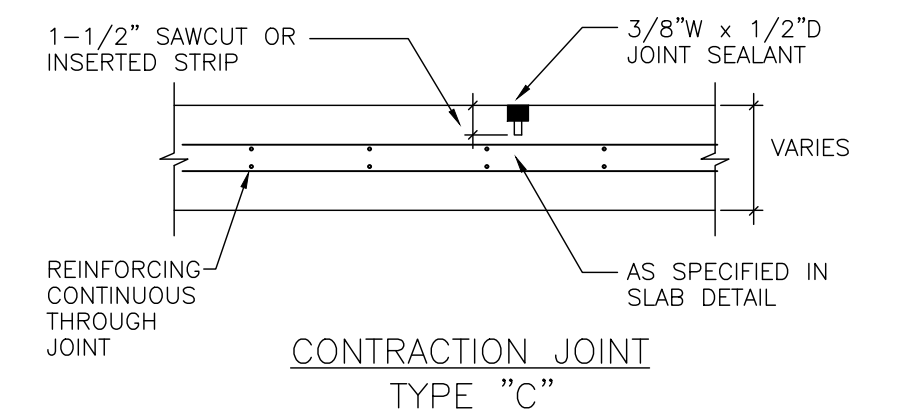


EDGE BEAM DETAIL NOT TO SCALE

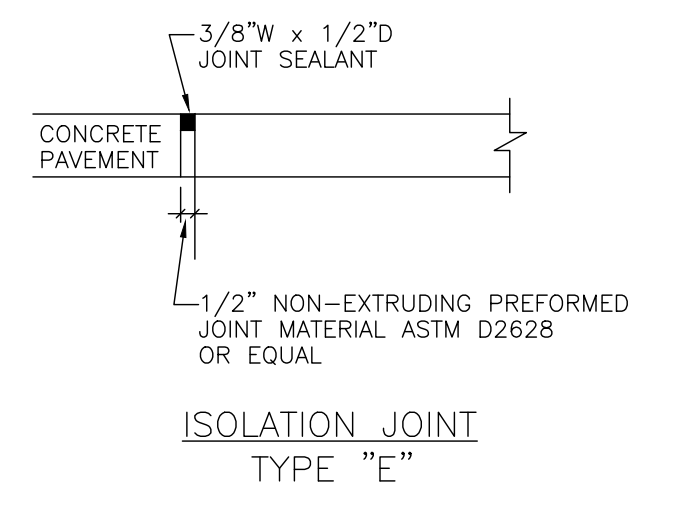
EDGE BEAM DETAIL NOT TO SCALE



HOUSING CLUSTER GENERATOR FUELING SYSTEM FOUNDATION SECTIONS NOT TO SCALE

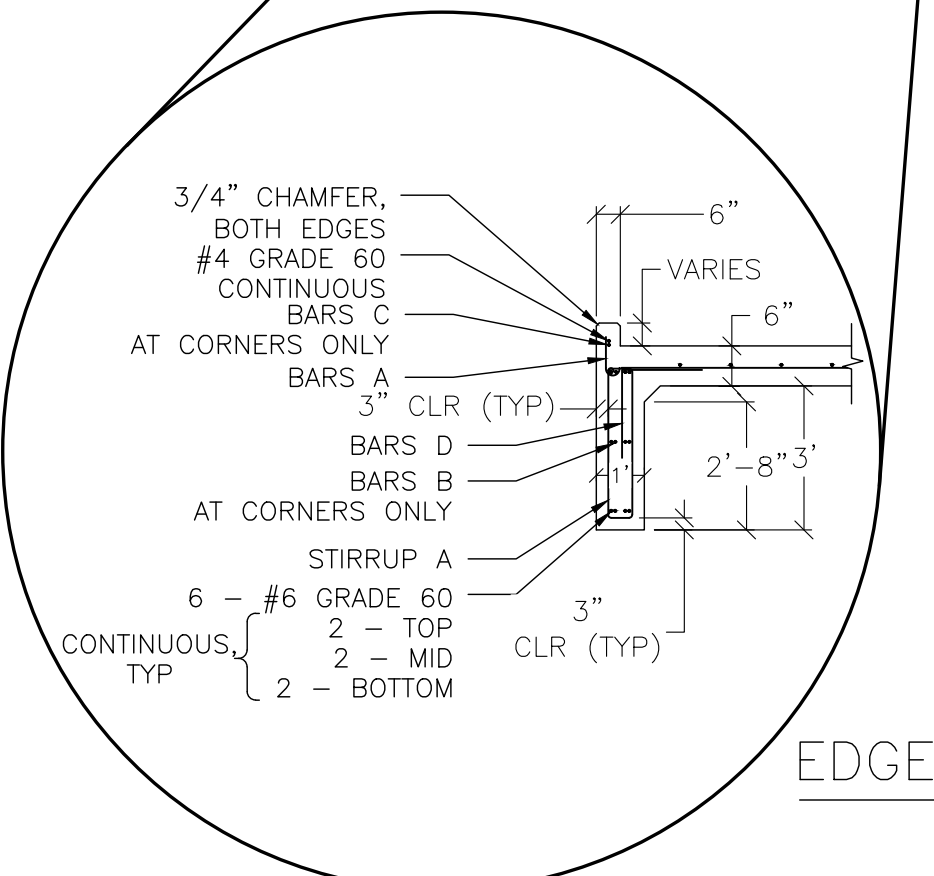


CONTRACTION JOINT TYPE "C"

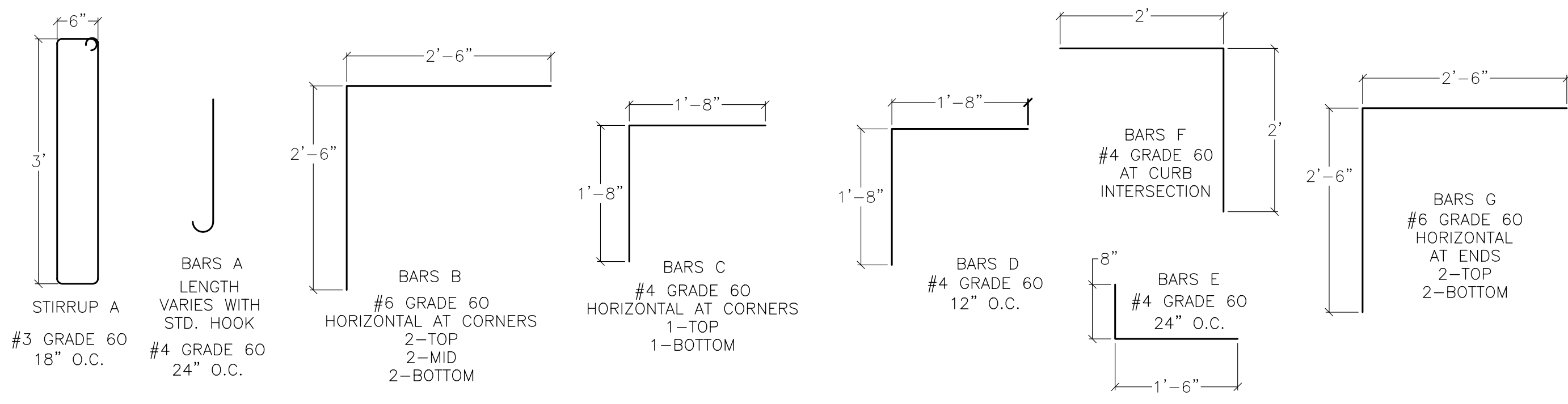


ISOLATION JOINT TYPE "E"

NOTE: ALL SAW CUTS SHALL BE COMPLETED WITHIN 8 HOURS OF INITIAL SET OF CONCRETE.



EDGE BEAM DETAIL NOT TO SCALE



REINFORCEMENT BAR DETAILS NOT TO SCALE

|             |            |          |    |
|-------------|------------|----------|----|
| DESIGNED BY | CDS        |          |    |
| DRAWN BY    | DAG        |          |    |
| CHECKED BY  | RNB        |          |    |
| REVIEWED BY | RNB        |          |    |
| DATE        | 10-21-2022 |          |    |
| NO          | DATE       | REVISION | BY |

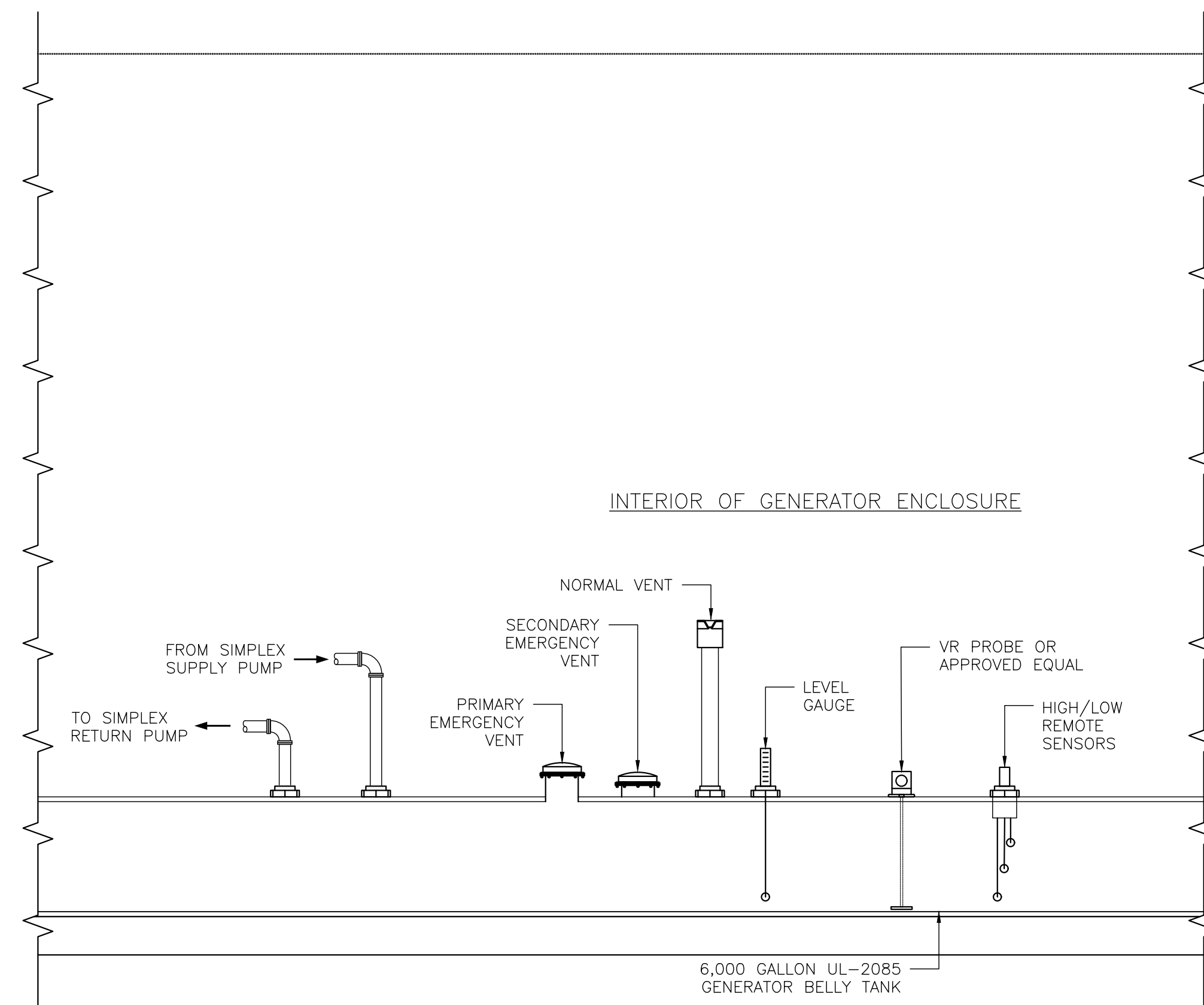


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(210) 581-1111 | TBPE NO. F-1733 | TBPLS NO. 100495-00

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1255 West 15th Street, Suite 300  
Plano, TX 75075  
469.467.0200  
Email: mdengco@md-eng.com  
Project Number: 221449

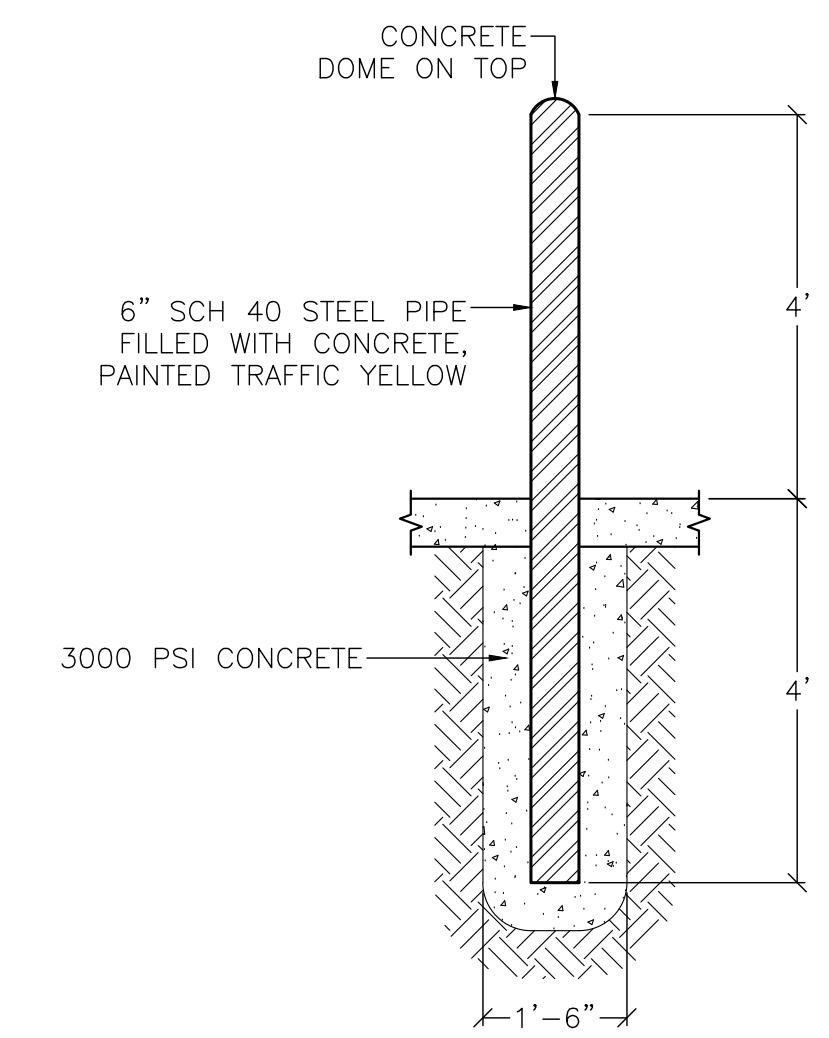
**CONCRETE DETAILS**  
COLLIN COUNTY JUSTICE CENTER  
EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT  
4300 COMMUNITY AVENUE  
MCKINNEY, TEXAS 75071

|           |           |
|-----------|-----------|
| SHEET NO. | 9         |
| OF        | 16 SHEETS |
| FILE NO.  | 122010    |



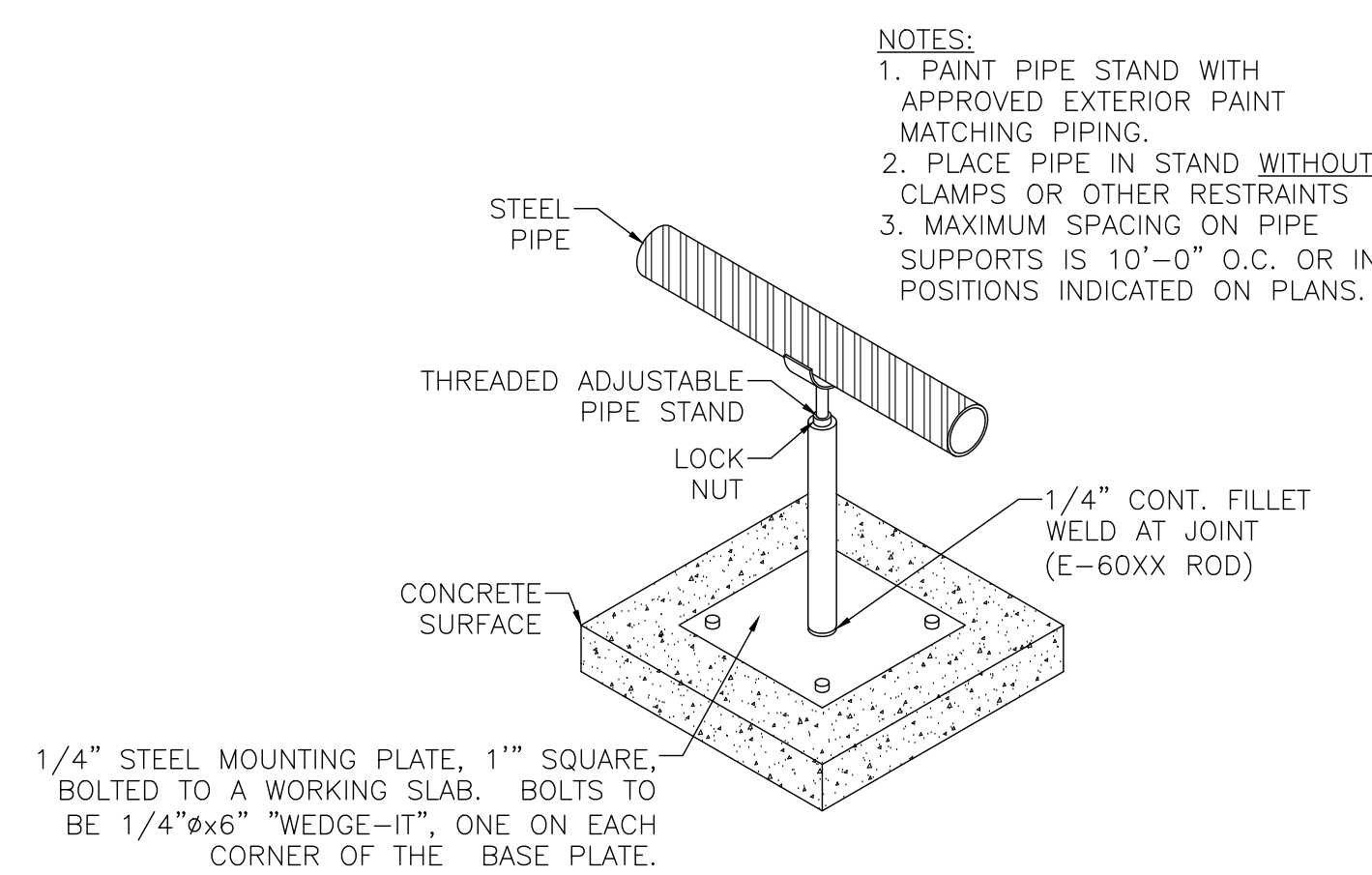
GENERATOR EQUIPMENT DETAIL

NOT TO SCALE



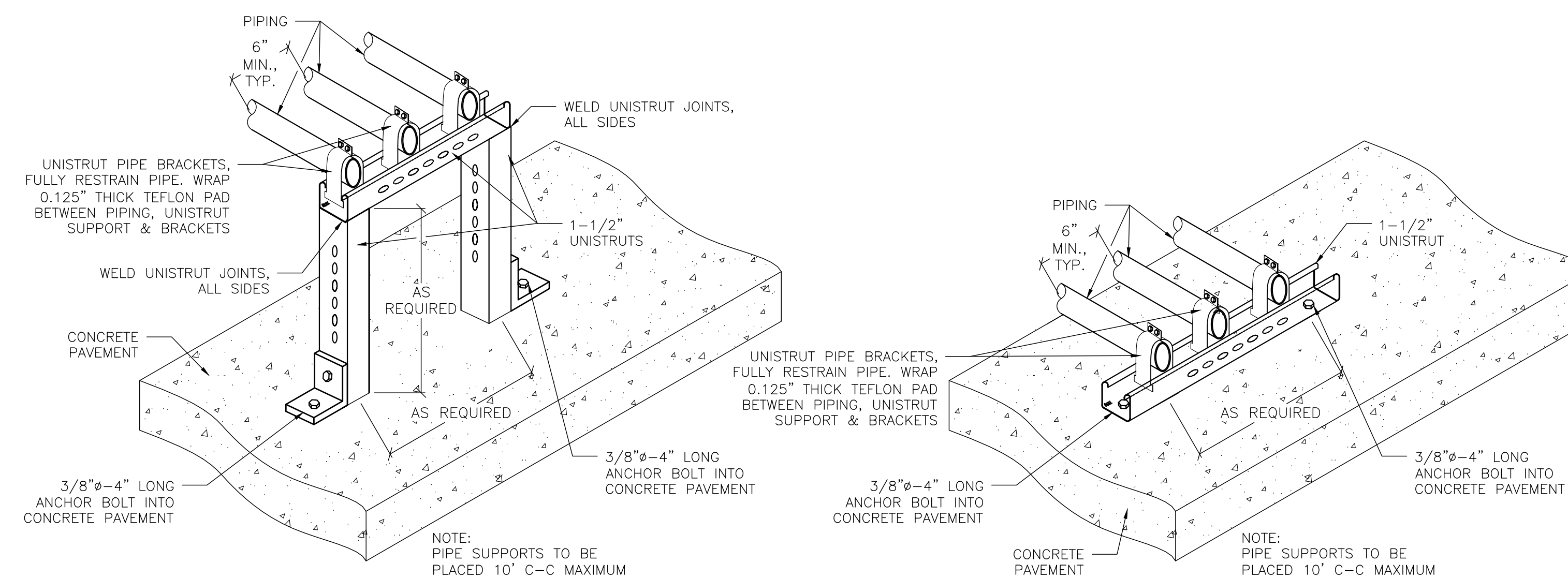
PIPE BOLLARD DETAIL

NOT TO SCALE



PIPE STAND DETAIL

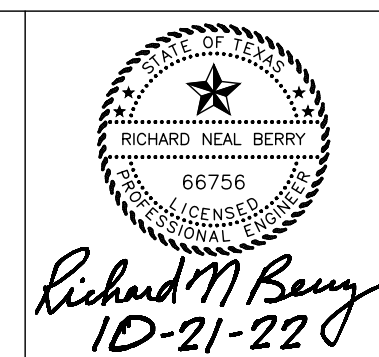
NOT TO SCALE



PIPE SUPPORT DETAILS

NOT TO SCALE

|             |            |          |    |
|-------------|------------|----------|----|
| DESIGNED BY | CDS        |          |    |
| DRAWN BY    | DAG        |          |    |
| CHECKED BY  | RNB        |          |    |
| REVIEWED BY | RNB        |          |    |
| DATE        | 10-21-2022 |          |    |
| NO          | DATE       | REVISION | BY |



**CDS muery**  
ENGINEERS | SURVEYORS

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(210) 581-1111 | TBPE NO. F-1733 | TBPLS NO. 100495-00

**MD ENGINEERING**

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1255 West 15th Street, Suite 300  
Plano, TX 75075  
469.467.0200  
Email: mdengco@md-eng.com  
Project Number: 221449

DETAILS

COLLIN COUNTY JUSTICE CENTER  
EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT  
4300 COMMUNITY AVENUE  
MCKINNEY, TEXAS 75071

SHEET NO. 10  
OF 16 SHEETS  
FILE NO. 122010

**COLLIN COUNTY JUSTICE CENTER  
GENERATOR FUELING SYSTEM  
GENERAL NOTES AND SPECIFICATIONS**

**General Notes**

- This project includes the removal of one underground storage tank and the installation of six above ground storage tanks (ASTs) for the storage of diesel fuel. Two of the Four of the proposed diesel tanks located adjacent to the housing clusters will be 2,500 gallons in nominal capacity, and the other two will be 3,000 gallon in capacity. The two proposed diesel ASTs adjacent to the Central Plant will both be 12,000 gallons in nominal capacity. All ASTs will be UL-2085 listed. The existing generators and day tanks will remain as is, and the piping components connecting them together will be replaced as needed with sch 40 carbon steel piping in the sizes indicated on the plan sheets.
- All electrical work will be completed in accordance with McKinney codes and regulations, NFPA 30, and the NEC.
- It shall be the Contractor's responsibility to submit the Texas Commission on Environmental Quality (TCEQ) 30-day construction notification, to notify the appropriate Fire Marshal having jurisdiction, and to obtain any and all permits for the construction of the system.
- The Contractor is solely responsible for the means and methods of construction. OSHA regulations regarding the construction activities, including but not limited to, trenches and excavations, and operations above four feet shall be strictly followed. All Site Supervisors shall be 40 hour OSHA trained.
- A site specific Health and Safety Plan shall be prepared and kept on site in case of an emergency. All personnel shall be briefed on the plan and know its location.
- The site will be kept clean of trash and debris. A Storm Water Pollution Prevention Plan (SWP3) has been developed for this site by others and its provisions shall be followed by the fuel system contractor.
- The Contractor installing the fuel systems shall be a TCEQ licensed contractor, and this Contractor shall have a TCEQ licensed on site supervisor ("A" license) on site at all times that construction activities are taking place. The licensed on site supervisor shall sign all manifests or other documentation as required for record keeping purposes. This documentation includes, but is not limited to, the TCEQ registration form, AST warranty and installation forms, and "Red Lined" drawings to be used in the development of "Record Drawings."
- Pressure testing of the new piping and other diesel system components shall be in accordance with the local Fire Marshal's requirements, or as required by PEI RP-100. In any case, pressure shall be left on all piping (both primary and secondary) until all paving has been placed over all UST system components. Any loss of pressure shall be investigated immediately.
- Upon completion of the installation of all equipment and piping, third party precision line tests shall be performed on this system. Copies of these data shall be submitted to the Engineer.
- A project manual shall be submitted to the Owner in a three ring binder that includes all maintenance, operations and warranty documents associated with this project. Additionally, any and all test data such as the precision line results shall be included.
- All new fuel tank installations shall be permitted through the Fire Marshal's Office separate from the building permit by selected contractor.
- Removal of underground fuel tanks shall be permitted through the Fire Marshal's office by selected contractor.
- No hazardous waste is expected as there is no apparent source, but hydrocarbon contamination is likely to be encountered during the UST removal. If any contamination is encountered, the contractor shall haul the contaminated soil or groundwater to a licensed facility and return the weight ticket and manifest to the owner. The contractor shall provide a separate line item when bidding for the haul and disposal of hydrocarbon contaminated soils and hydrocarbon contaminated liquids. The pay unit for the disposal of hydrocarbon contaminated soils is by the ton as weighed by certified scales, and the pay unit for hydrocarbon contaminated liquids is by the gallon as measured by a certified truck discharge meter.

**Earthwork Specifications**

- All subgrade under concrete structures shall be prepared such that the PVR is less than one inch.
- All base material grades shall be prepared and finished to within 0.05 ft of the design grades.
- Maintain the specified moisture content of the select fill until placement of the concrete is complete. If the surface becomes dry and loose, it must be re-compacted to meet the minimum compaction and moisture requirements.
- Select fill shall be TxDOT Item 247 grade 1 TYPE A 2 base material compacted to 95% ASTM D698, moisture at 0% to +4% of optimum.
- Backfill under the tank shall be TxDOT Item 247 Grade 1 Type A base material four feet deep, see backfill detail on sheet D-1.

**Concrete Specifications**

- All concrete used on this project shall be normal weight concrete having a minimum compressive strength of 4000 psi at 28 days unless otherwise specified. This concrete shall be placed with a maximum slump of 4 inches. The concrete shall be wet cured through the use of burlap or blankets that are continuously kept wet, or by thoroughly and completely coating the concrete with a liquid membrane curing compound. This curing must be placed on the concrete as soon as finishing operations are complete, and damage to the surface will not occur by placing blankets or applying the curing compound.
- No air entrainment will be used in the concrete on this project.
- Forms shall be constructed to withstand the placement of the concrete, and shall be sufficiently tight as to prevent leakage of mortar during concrete placement. Forms shall remain in place at least 48 hours after concrete placement. Formed elements shall have square faces and shall be chamfered as specified on the plans.
- Contraction joints shall be saw cut in neat, straight lines as indicated on the plans, and as soon as initial set has taken place and damage to the surface will not occur.
- Expansion joints as specified shall be 3/4 inch Redwood, with a depth equal to the thickness of concrete adjacent to the joint. The top one inch of all expansion joints shall be sealed with an elastic type sealer that is resistant to gasoline and diesel. Prior to the application of the joint sealer, the joint shall be thoroughly cleaned, carefully removing all loose debris, and the surface clean and dry such that the sealant permanently adheres to the concrete.
- Steel used in the reinforcement of all concrete on this project shall be sized as indicated on the specific detail, and shall be new, Grade 60 steel. No steel shall rest directly on the soil or any base or fill material, and all shall be supported with chairs or concrete bricks. Clay bricks are not acceptable.
- Horizontal concrete surfaces shall be finished as a "Broom" finish. The edges of the new pavement shall match the existing pavement grades.

**Piping Specifications**

- All aboveground piping shall be schedule 40 carbon steel, unless otherwise noted. All piping where possible, shall be welded with no threaded connections.
- All stainless steel flex hoses used on this project shall be UL listed for above ground use. Flex hoses UL approved for underground use are not acceptable.
- No FRP piping shall be visible in dispenser pans or other above ground applications. Only UL approved aboveground steel flex connectors and/or steel piping shall be visible in above ground applications.
- Pressure testing meeting the requirements of the AHJ shall be performed on both the primary and secondary piping systems.
- Pressure shall remain on all piping until all pavement construction is completed in the vicinity of the piping.
- The fill connection piping shall be 3 inch in diameter with flanged and welded connections. This piping does not normally contain fuel, but threaded connections are not acceptable.
- All piping shall be thoroughly cleaned from oils, corrosion, and other debris and primed and coated with an epoxy based enamel resistant to diesel fuel. The color shall be white. The paint shall be evenly applied and no drips or runs shall be allowed. Do not paint over any product plates or labels.
- Diesel piping shall be labeled "DIESEL FUEL", with a yellow label color and black label text in the sizes indicated in the table below.

| OUTSIDE DIAMETER OF PIPE OR COVERING | SIZE OF LETTERS |
|--------------------------------------|-----------------|
| 3/4" TO 1-1/4"                       | 1/2"            |
| 1-1/2" TO 2"                         | 3/4"            |
| 2-1/2" TO 6"                         | 1-1/4"          |
| 8" TO 10"                            | 2-1/2"          |
| OVER 10"                             | 3-1/2"          |

- Labels should be applied close to valves and adjacent to changes in direction, branches, and where pipes pass through walls or floors, and as frequently as needed along straight runs to provide clear positive identification.
- Labels shall have the following minimum information: fluid being conveyed and direction of flow.
- Pipe markers shall be either a) plastic factory fabricated, flexible, semi-rigid plastic, preformed to fit around pipe or pipe covering, with printed markings, or b) flexible, adhesive backed vinyl with printed markings.
- Pipe marking should be highly visible and in the line of vision of personnel.

**AST Specifications**

- The ASTs used on this project shall be UL-2085 listed. The two of the four housing cluster ASTs shall be 2,500 gallons cylindrical with a 5'-10" in diameter, the other two shall be 3,000 gallons cylindrical with a 5'-10" in diameter. The two central plant ASTs shall be 12,000 gallons cylindrical, with a 10'-6" foot diameter. The Contractor shall request a letter from the tank manufacturer proving that air testing has been successfully completed for both the inner and outer tank during the manufacturing process. This letter must be available for inspection by the Fire Marshall upon arrival of the ASTs to the site, and shall be made a part of the permanent records upon completion of the construction of the systems.
- Upon arrival at the site, the ASTs shall be carefully inspected for damage. Any damage noted shall be reported to the Engineer immediately. Damaged tanks are not acceptable for use at this facility.
- The ASTs shall be placed in the containment structure as indicated on the plans. All fittings and equipment necessary to complete the system shall be placed on the ASTs.
- The Contractor shall complete all documentation necessary to comply with the TCEQ regulations and to cause the warranty to come into force.
- A one inch diameter by 10 foot long copper clad steel ground rod shall be placed near the ASTs. A 4/0 copper conductor shall bond the three tanks and provide a common ground plane. This grounding rod shall be in place before the placement of the concrete such that the concrete is placed around the grounding rod forming a tight seal.

**Equipment Specifications**

- The pump systems to be used on this project shall be Simplex SPS 25 pump systems or prior approved equal for all generators, the housing cluster systems shall have Super XL-11, 12 GPM pumps and the central plant system shall have Super XL-39, 7 GPM pumps.
- Vent shall be at minimum 12 feet above finished grade. A rain cap shall be used on the diesel tank.
- An above ground pressure rated overfill prevention valve shall be placed at the fill position. This fill limiter shall stop flow into the AST when the liquid level reaches 90 percent of the total volume.

**Leak Detection Equipment**

- The Leak detection for the piping and ASTs at this facility shall consist of the following equipment.
  - A Veeder Root TLS-450 Plus console or approved equal
  - Each AST shall have an interstitial sensor
  - Each AST shall have an in tank probe to monitor and report fuel levels. Due to diurnal heating, inventory reconciliation cannot be performed in ASTs.
  - Each transition sump shall have a liquid sensing sensor placed in the bottom of the sump.
  - An overfill alarm with acknowledgement switch shall be mounted on the fill connection of each fuel type. This alarm shall be used to alert the truck driver to a near full level.
- Any liquid sensed by a interstitial monitor or liquid sensor shall cause an the fuel pumps to be de-energized, and all dispensers to stop pumping. The pumps shall not be re-energized until the cause of the alarm has been identified and rectified.
- A current copy of the Veeder Root program or approved equal that allows remote sensing, monitoring and operation of the system shall be provided to the Owner, placed on the Owner's selected computer, and the program initiated.
- The system shall not interfere with the fuel management system, and shall perform all functions in conjunction with the fuel management system.

**Start Up**

Once all equipment has been installed, the Contractor shall perform a complete start up of all equipment. During this start up procedure, all meters shall be calibrated, and tests to ensure the proper operation of all equipment shall be performed. The Veeder Root system or approved equal shall be programmed to the specified settings, and verification of proper operation shall occur.

**Training**

Training of select Collins County Justice Center personnel in the proper operation of all equipment shall take place within 3 business days of start up. This training shall be sufficiently thorough so that CCJC personnel may use the equipment correctly and in compliance with the current tank and line monitoring regulations.

GN-1

|    |      |                        |                        |   |   |   |  |              |
|----|------|------------------------|------------------------|---|---|---|--|--------------|
|    |      |                        | DESIGNED BY <u>CDS</u> |  |  |  | GENERAL NOTES & SPECIFICATIONS   | SHEET NO. 11 |
|    |      | DRAWN BY <u>DAG</u>    | OF 16 SHEETS           |   |   |   |  |              |
|    |      | CHECKED BY <u>RNB</u>  | FILE NO. 122010        |   |   |   |  |              |
|    |      | REVIEWED BY <u>RNB</u> |                        |   |   |   |  |              |
|    |      | DATE <u>10-21-2022</u> |                        |   |   |   |  |              |
| NO | DATE | REVISION               | BY                     |   |   |   | COLLIN COUNTY JUSTICE CENTER<br>EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT<br>4300 COMMUNITY AVENUE<br>MCKINNEY, TEXAS 75071 |              |

ELECTRICAL SYMBOLS

(ALL SYMBOLS MAY NOT APPEAR ON DRAWINGS.)

Table of electrical symbols including single receptacle, duplex receptacle, ground-fault circuit interrupter, and various switches.

LIGHTING SYMBOLS

(ALL SYMBOLS MAY NOT APPEAR ON DRAWINGS.)

Table of lighting symbols including surface mounted luminare, ceiling-mounted surface or suspended single-face exit sign, and emergency light fixture.

DATA SYMBOLS

(ALL SYMBOLS MAY NOT APPEAR ON DRAWINGS.)

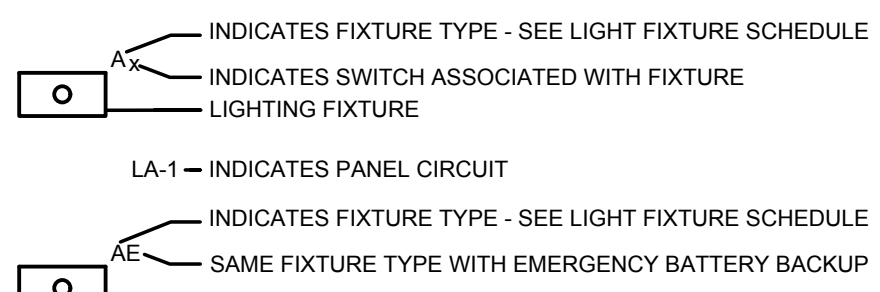
Table of data symbols including data system jack, telephone system voice jack, and data system fiber optic jack.

ELECTRICAL CONVENTIONS

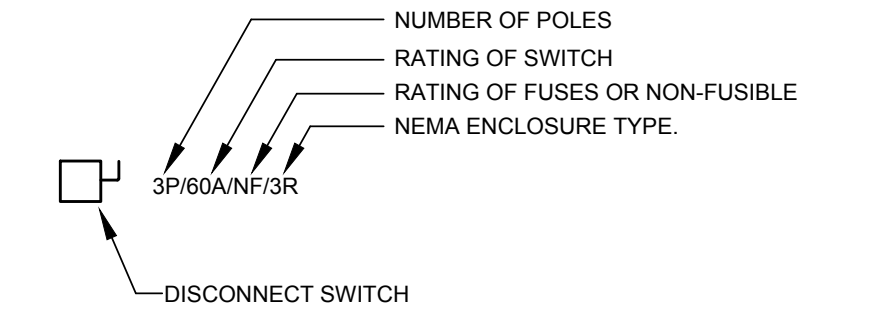
(ALL CONVENTIONS MAY NOT APPEAR ON DRAWINGS.)

GENERAL NOTES APPLY TO ELECTRICAL DRAWING SET. DRAWING NOTES APPLY TO DRAWING ON WHICH NOTE APPEARS.

TYPICAL LIGHTING NOTATIONS SHOWN ON LIGHTING PLAN:

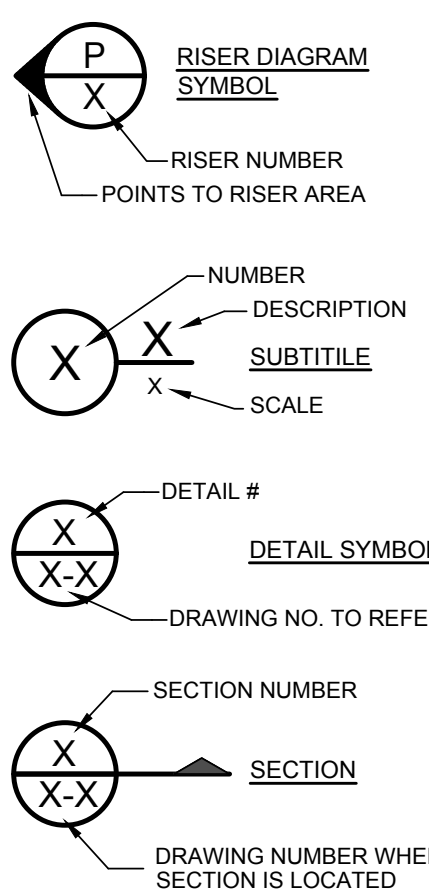


TYPICAL POWER NOTATIONS SHOWN ON POWER PLAN:



DRAWING SYMBOLS

(ALL SYMBOLS MAY NOT APPEAR ON DRAWINGS.)



WIRING METHOD NOTES:

- 1. DO NOT COMBINE NEUTRALS AND GROUNDS OF SEPARATE BRANCH CIRCUITS.
2. WIRE SHALL BE COPPER THWN - SOLID FOR SIZES 12, 10, 8. STRANDED FOR SIZES 6 AND LARGER.

ELECTRICAL ABBREVIATIONS

(ALL ABBREVIATIONS MAY NOT APPEAR ON DRAWINGS.)

Large table of electrical abbreviations including 2SPEED, CONSEQUENT POLE, AMPERE(S), and various equipment types.

GENERAL NOTES

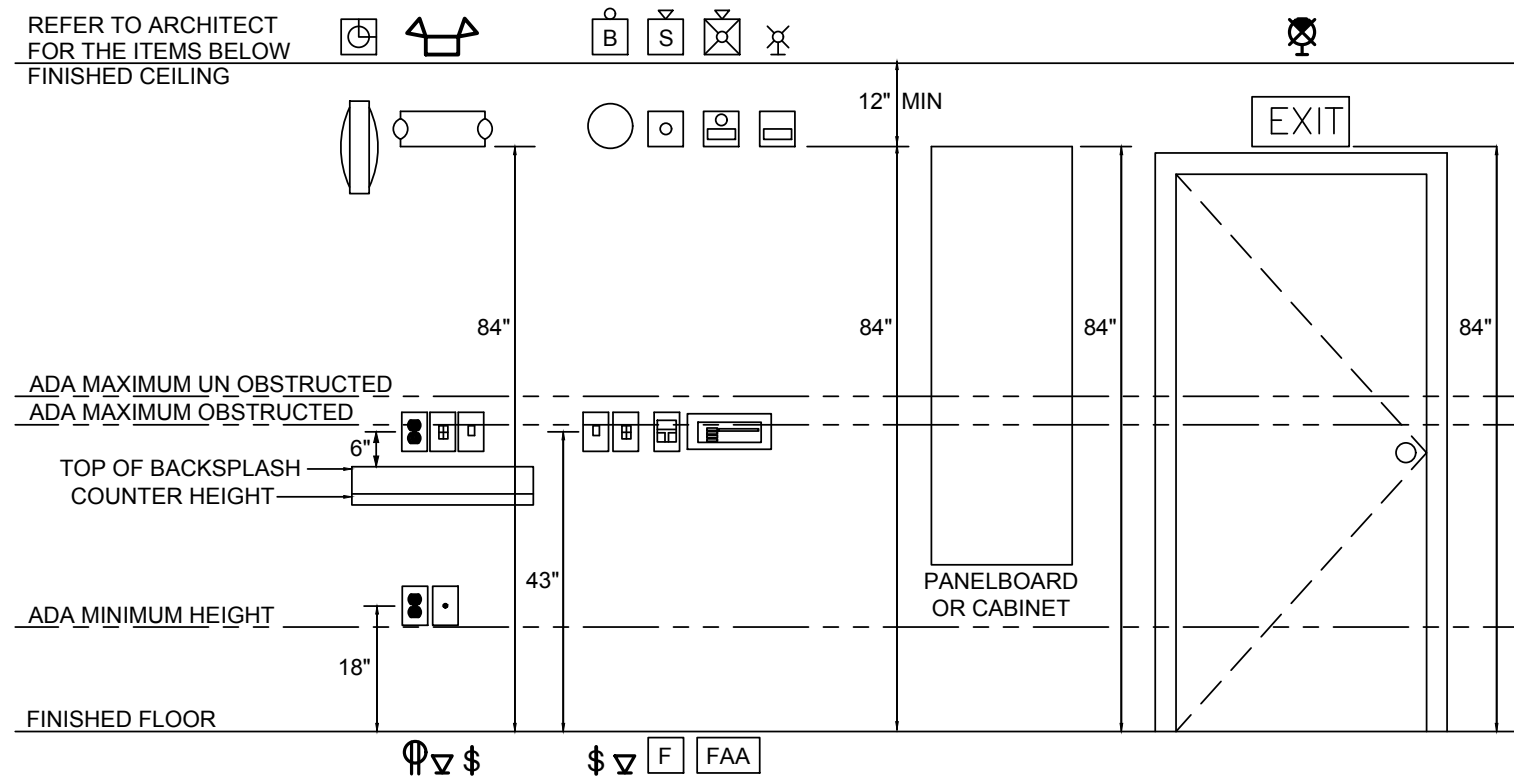
(ALL CONVENTIONS MAY NOT APPEAR ON DRAWINGS.)

- A. THE ELECTRICAL CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM AUTHORITY HAVING JURISDICTION AND PAY ALL ASSOCIATED FEES.
B. LOCATE JUNCTION AND PULL BOXES AS REQUIRED TO ALLOW ACCESS AFTER EQUIPMENT AND APPURTENANCES ARE INSTALLED.
C. PROTECT PERMANENT BUILDING FIXTURES FROM DAMAGE DURING CONSTRUCTION PERIOD...

Table showing conductor counts and ampacity increase: 4 THRU 6 (125%), 7 THRU 9 (145%), 10 THRU 20 (MAX) (200%).

THE CONDUIT SIZE (CAPACITY) SHALL ALSO BE INCREASED TO CONFORM TO N.E.C., CHAPTER 9.

- S. ALL FIRE ALARM DEVICES SHALL BE MOUNTED AT HEIGHTS AS SPECIFIED BY THE NFPA 70 AND AS...
T. PROVIDE PHASE-LOSS RELAYS ON ALL NEW THREE PHASE MECHANICAL EQUIPMENT 1 HP AND LARGER TO PREVENT SINGLE PHASING.
U. ALL BREAKERS USED TO FEED MECHANICAL EQUIPMENT SHALL BE HACR TYPE...



LEGEND AND GENERAL NOTES - ELECTRICAL
E0.0
COLLIN COUNTY JUSTICE CENTER
EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT
4300 COMMUNITY AVENUE
MCKINNEY, TEXAS 75071

Revision table with columns for NO, DATE, REVISION, and BY.

Design information table with fields for DESIGNED BY (MD ENGINEERING), DRAWN BY (CAD), CHECKED BY (RJ), REVIEWED BY (RJ), and DATE (10-21-2022).

SECTION 260010 SUBMITTAL PROCESS FOR ELECTRICAL

1. THIS PROJECT DOES NOT ALLOW FOR CONSTRUCTION ADMINISTRATION. IF SUBMITTAL REVIEWS ARE REQUESTED, REFER TO THE PROJECT CONTRACT FOR THE FEES THAT APPLY. AN ADD SERVICE CONTRACT WILL BE ISSUED BEFORE ANY SUBMITTAL IS REVIEWED. THE PROCESS BELOW SHALL BE FOLLOWED TO PREVENT ADDITIONAL FEES.
2. SUBMIT ELECTRONIC COPIES OF THE SUBMITTAL TO THE PRIME CONSULTANT (I.E. ARCHITECT/ENGINEER IN ORDER TO PROCESS AND TRACK THE SUBMITTALS PROPERLY. SUBMITTAL PROCESS. ARCHITECTS AND CONTRACTORS ARE TO SUBMIT ALL SUBMITTALS AND RFFS TO THE ELECTRICAL ENGINEER ELECTRONICALLY. SEND TO MDENG@GMAIL.COM. SUBMITTALS SHALL BE LABELED BY THEIR PROJECT SPECIFICATION OR CSI SPECIFICATION SECTION IF NOT LISTED IN PROJECT SPECIFICATIONS.
- A. CONTRACTOR IS RESPONSIBLE TO SEPARATE SUBMITTALS PER SPECIFICATION SECTION. UNSEPARATED SUBMITTALS AER SUBJECT TO REJECTION WITHOUT REVIEW.
  - a. PRODUCT DATA LISTING MANUFACTURER, MODEL NUMBER, MATERIALS AND MISC DATA AS REQUIRED TO DESCRIBE EQUIPMENT.
  - b. CLEARLY IDENTIFY ALL PRODUCTS PROPOSED FOR SUBMITTAL.
  - c. CAPACITY, PRESSURE DROP, RPM, MOTOR HORSEPOWER, AND OTHER MISC DATA TO QUANTIFY THE SIZE OF THE EQUIPMENT.
  - d. ACCESSORIES.
  - e. DIMENSIONAL DRAWINGS SHOWING LAYOUT, CONNECTION POINTS AND SIZES, WEIGHTS, ETC.
  - f. WIRING DIAGRAMS INCLUDING POWER AND CONTROL WIRING, DISTINGUISH BETWEEN FACTORY AND FIELD WIRING.
  - g. PARTS LIST & REQUIRED SPARE PARTS LIST TO BE LEFT AT COMPLETION OF PROJECT.
  - h. INSTALLATION AND MAINTENANCE MANUALS.
  - i. WARRANTY STATEMENT.
- B. ALLOW A MINIMUM OF TEN (10) WORKING DAYS FOR REVIEW OF SUBMITTALS AND EACH RE-SUBMITTAL.
- C. SUBMITTALS THAT HAVE BEEN REVIEWED AND MARKED AS REJECTED (REJ) OR REVISE & RESUBMIT (RES) SHOULD BE RESUBMITTED WITH IN 10 DAYS TO BE REVIEWED AGAIN.
- D. COMPLIANCE WITH THE CONTRACT DOCUMENTS SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. ITEMS ON EQUIPMENT THAT WERE NOT ACCEPTED BY THE ARCHITECT IN WRITING AS AN APPROVED EQUAL SHALL BE REPLACED OR REVISED TO COMPLY WITH THE CONTRACT DOCUMENTS AT THE CONTRACTORS EXPENSE.
- E. RESUBMISSIONS OF REJECTED SUBMITTALS SHALL BE LIMITED TO ONE (1) IN NUMBER, COSTS FOR PROCESSING SUBSEQUENT RESUBMITTALS IN EXCESS OF THE FIRST RESUBMITTAL, RESULTING FROM THE CONTRACTORS DISREGARD OF ARCHITECTS/ENGINEERS PRIMARY SUBMITTAL REJECTION COMMENTS SHALL BE BORNE BY THE CONTRACTOR. COSTS SHALL BE BASED ON ARCHITECTS/ENGINEERS HOURLY RATES AS PUBLISHED IN THEIR CURRENT PROFESSIONAL FEE SCHEDULES AND SHALL ALSO INCLUDE REIMBURSABLE COSTS FOR DELIVERY, MAILING, AND PHOTO COPIES AT DIRECT COST PLUS TEN PERCENT (10%).
3. REFERENCE TO ANY ARTICLE, DEVICE, PRODUCT, MATERIAL, FIXTURE, FORM OR TYPE OF CONSTRUCTION BY NAME, MAKE, OR CATALOG NUMBER, SHALL BE INTERPRETED AS HAVING ESTABLISHED A STANDARD OF QUALITY AND SHALL NOT BE CONSIDERED AS LIMITING COMPETITION. ARTICLES, FIXTURES, ETC. OF EQUAL QUALITY BY MANUFACTURERS LISTED IN THE SPECIFICATION FOR THE APPLICABLE USE, SHALL BE ACCEPTABLE. SUBJECT TO SPATIAL, STRUCTURAL, AND ELECTRICAL CONSTRAINTS OF THE PROJECT DESIGN, UNLESS NOTED OTHERWISE.
4. NO SUBSTITUTION WILL BE CONSIDERED UNLESS WRITTEN REQUEST FOR APPROVAL HAS BEEN RECEIVED BY THE ARCHITECT AT LEAST 7 DAYS PRIOR TO THE DATE FOR RECEIPT OF BIDS. EACH SUBSTITUTION REQUEST SHALL INCLUDE THE NAME OF THE MATERIAL OR EQUIPMENT FOR WHICH IT IS TO BE SUBSTITUTED AND COMPLETE DESIGN DESCRIPTION OF THE PROPOSED SUBSTITUTE INCLUDING SHOP DRAWINGS, PERFORMANCE AND TEST DATA, AND ANY OTHER INFORMATION NECESSARY FOR AN EVALUATION. A STATEMENT SETTING FORTH ANY CHANGES IN OTHER MATERIALS, EQUIPMENT, OR WORK THAT INCORPORATED OF THE PROPOSED SUBSTITUTE WOULD REQUIRE, SHALL BE INCLUDED. THE BURDEN OF PROOF OF THE MERIT OF THE PROPOSED SUBSTITUTE IS ON THE PROPOSER. THE ENGINEERS APPROVAL OR DISAPPROVAL OF A PROPOSED SUBSTITUTION IS FINAL.
5. THE ENGINEERS REVIEW OF SHOP DRAWINGS SHALL NOT RELIEVE ANY RESPONSIBILITY FOR DEVIATIONS, ERRORS, OR OMISSIONS WHICH MAY CAUSE AN ERROR IN INSTALLATION.
6. SUBMITTALS REQUIRED OF MATERIALS AND EQUIPMENT INCLUDE FOLLOWING:
  - A. CONDUCTORS AND CABLES:
    - a. SUBMIT PRODUCT DATA FOR EACH SPECIFIED PRODUCT.
    - b. SUBMIT TABULAR LIST OF WIRE AND WIRING SYSTEMS THAT WILL BE INCREASED IN CAPACITY OR SIZE TO COMPLY WITH SECTION 16120 AND/OR SIMILAR REQUIREMENTS SHOWN ON DRAWINGS. LIST SHALL INCLUDE SIZE SHOWN ON DRAWINGS, PROPOSED INCREASE TO COMPLY WITH SECTION 16120, AND PROPOSED INSTALLED LENGTH.
  - B. RACEWAYS AND BOXES:
    - a. SUBMIT PRODUCT DATA FOR SURFACE RACEWAYS, WIREWAYS AND FITTINGS, FLOOR BOXES, HINGED-COVER ENCLOSURES, AND CABINETS.
    - b. SUBMIT SHOP DRAWINGS INCLUDING LAYOUT DRAWINGS SHOWING COMPONENTS AND WIRING FOR NONSTANDARD BOXES, ENCLOSURES, AND CABINETS.
  - C. WIRING DEVICES:
    - a. SUBMIT PRODUCT DATA FOR EACH SPECIFIED PRODUCT.
    - b. SUBMIT OPERATION AND MAINTENANCE DATA FOR WIRING DEVICES. FOR INCLUSION IN OPERATING AND MAINTENANCE MANUAL SPECIFIED IN THIS SECTION.
  - D. GROUNDING:
    - a. SUBMIT PRODUCT DATA FOR CONNECTORS AND CONNECTION MATERIALS, AND GROUNDING FITTINGS.
  - E. LIGHTING:
    - a. SUBMIT PRODUCT DESCRIBING FIXTURES, LAMPS, BALLASTS, AND EMERGENCY LIGHTING UNITS. ARRANGE PRODUCT DATA FOR FIXTURES IN ORDER OF FIXTURE DESIGNATION. INCLUDE DATA ON FEATURES AND ACCESSORIES.
    - b. SUBMIT LAMP DATA INCLUDING MANUFACTURER, LAMP TYPE, LAMP WATTAGE, LUMENS, COLOR TEMPERATURE AND COLOR RENDERING INDEX (CRI)
    - c. SUBMIT OUTLINE DRAWINGS INDICATING DIMENSIONS AND PRINCIPAL FEATURES OF FIXTURES.
    - d. SUBMIT ELECTRICAL RATINGS AND PHOTOMETRIC DATA INCLUDING CERTIFIED RESULTS OF LABORATORY TESTS FOR FIXTURES AND LAMPS.
    - e. SUBMIT BATTERY AND CHARGER DATA FOR EMERGENCY LIGHTING UNITS.
    - f. SUBMIT SHOP DRAWINGS DETAILING NONSTANDARD FIXTURES AND INDICATING DIMENSIONS, WEIGHTS, AND METHODS OF FIELD ASSEMBLY, COMPONENTS, FEATURES, AND ACCESSORIES.
    - g. SUBMIT WIRING DIAGRAMS DETAILING WIRING FOR CONTROL SYSTEM SHOWING BOTH FACTORY-INSTALLED AND FIELD-INSTALLED WIRING FOR EACH SPECIFIC SYSTEM WHICH DIFFERENTIATES BETWEEN FACTORY-INSTALLED AND FIELD-INSTALLED WIRING.
    - h. SUBMIT MAINTENANCE DATA FOR FIXTURES TO INCLUDE IN OPERATION AND MAINTENANCE MANUAL SPECIFIED IN THIS SECTION.
  - F. FIRE ALARM SYSTEM:
    - a. SHOP DRAWINGS FOR FIRE ALARM SYSTEMS SHALL BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO SYSTEM INSTALLATION, AND SHALL INCLUDE, BUT NOT BE LIMITED TO, ALL OF THE FOLLOWING:
      - b. A FLOOR PLAN THAT INDICATES THE USE OF ALL ROOMS.
      - c. LOCATIONS OF ALARM-INITIATING DEVICES.
      - d. LOCATIONS OF ALARM NOTIFICATION APPLIANCES, INCLUDING CANDELA RATINGS FOR VISIBLE ALARM NOTIFICATION APPLIANCES.
      - e. LOCATION OF FIRE ALARM CONTROL UNIT, TRANSPONDERS AND NOTIFICATION POWER SUPPLIES.

- f. ANNUNCIATORS.
  - g. POWER CONNECTION.
  - h. BATTERY CALCULATIONS.
  - i. CONDUCTOR TYPE AND SIZES.
  - j. VOLTAGE DROP CALCULATIONS.
  - k. MANUFACTURERS DATA SHEETS INDICATING MODEL NUMBERS AND LISTING INFORMATION FOR EQUIPMENT, DEVICES AND MATERIALS.
  - l. DETAILS OF CEILING HEIGHT AND CONSTRUCTION.
  - m. THE INTERFACE OF FIRE SAFETY CONTROL FUNCTIONS.
  - n. CLASSIFICATION OF THE SUPERVISING STATION.
  - o. SUBMIT FIRE ALARM DESIGN DRAWINGS, FULLY COORDINATED WITH ARCHITECTURAL FINISHES AND MILLWORK. SUBMIT TO ENGINEER AFTER BEING REVIEWED AND APPROVED BY LOCAL AUTHORITY HAVING JURISDICTION.
7. SUBSTITUTIONS
- A. THE CONTRACT DOCUMENTS LIST MANUFACTURERS NAMES AND CATALOG NUMBERS FOLLOWED BY PHRASE "OR EQUAL" ARE TO ESTABLISH A STANDARD OF QUALITY AND UTILITY FOR THE SPECIFIED ITEMS AND TO PROVIDE A DIMENSIONAL REFERENCE TO THE SCALED DRAWINGS.
- B. SUBMITTALS FOR "EQUAL" ITEMS SHALL INCLUDE THE FOLLOWING DATA, WHICH IS NOT NECESSARILY REQUIRED FOR SPECIFIED ITEMS, WHICH LIST THE MANUFACTURER AND CATALOG NUMBER:
  - a. PERFORMANCE CHARACTERISTICS AND WARRANTY.
  - b. MATERIALS.
  - c. FINISH.
  - d. CERTIFICATION OF CONFORMANCE WITH SPECIFIED CODES AND STANDARDS.
  - e. MANUFACTURERS SPECIFICATIONS AND OTHER DATA NEEDED TO PROVE COMPLIANCE WITH SPECIFIED REQUIREMENTS. TERM "COMPLIANCE" IS UNDERSTOOD TO MEAN THAT THE SUBMITTED EQUIPMENT WILL MEET OR EXCEED THE CONTRACT DOCUMENT REQUIREMENTS. ITEMS THAT DO NOT CLEARLY MEET THIS DEFINITION SHALL BE IDENTIFIED AND EXPLAINED AS REQUIRED IN FOLLOWING PARAGRAPH.
  - f. IDENTIFY ALL DIFFERENCES BETWEEN THE SPECIFIED ITEM AND PROPOSED ITEM. EXPLAIN ALL DIFFERENCES WITH SUFFICIENT DETAIL TO PERMIT THE ENGINEER TO EASILY DETERMINE THAT THE SUBSTITUTED ITEM COMPLIES WITH THE FUNCTIONAL INTENT. LIST DISADVANTAGES AND ADVANTAGES OF PROPOSED ITEM VERSUS SPECIFIED ITEM. SUBMIT TECHNICAL DATA SHEETS AND/OR PICTURES AND DIAGRAMS TO SUPPORT AND CLARIFY. ORGANIZE IN CLEAR AND CONCISE FORMAT. ENGINEER SHALL APPROVE SUBSTITUTIONS IN WRITING. ENGINEERS DECISION SHALL BE FINAL.
- C. SUBMITTALS OF "EQUAL" COMPONENTS OR SYSTEMS MAY BE REJECTED IF:
  - a. MATERIAL OR EQUIPMENT WOULD NECESSITATE ALTERATION OF MECHANICAL, ELECTRICAL, ARCHITECTURAL, OR STRUCTURAL DESIGN.
  - b. DIMENSIONS VARY FROM SPECIFIED MATERIAL OR EQUIPMENT SO THAT ACCESSIBILITY OR CLEARANCES ARE IMPAIRED OR WORK OF OTHER TRADES IS ADVERSELY AFFECTED.
- D. PROPOSED SUBSTITUTIONS FOR MATERIALS OR EQUIPMENT MUST BE SUBMITTED 7 DAYS PRIOR TO FINAL BID DATE FOR CONSIDERATION AS APPROVED EQUALS. OTHERWISE, SUBSTITUTIONS WILL NOT BE PERMITTED. ONLY THE PRIME BIDDERS SHALL BE PERMITTED MAKE PROPOSALS FOR SUBSTITUTIONS.
- E. NO SUBSTITUTION SHALL BE MADE UNLESS AUTHORIZED IN WRITING BY ENGINEER. SHOULD SUBSTITUTION BE ACCEPTED, AND SHOULD SUBSTITUTE MATERIAL PROVE DEFECTIVE OR OTHERWISE UNSATISFACTORY FOR SERVICE INTENDED, AND WITHIN GUARANTEE PERIOD, REPLACE THIS MATERIAL OR EQUIPMENT WITH MATERIAL OR EQUIPMENT SPECIFIED, TO SATISFACTION OF ENGINEER AND AT NO COST TO OWNER.
8. ORDINANCES, PERMITS, METERS, UTILITIES AND ROYALTIES
- A. PURCHASE ALL NECESSARY PERMITS AND LICENSES NECESSARY FOR COMPLETION OF THE WORK. PAY ALL LAWFUL FEES REQUIRED AND NECESSARY PURSUANT IN OBTAINING SAID PERMITS AND LICENSES. REQUIRED CERTIFICATES OF APPROVALS AND INSPECTIONS BY LOCAL GOVERNING AND REGULATING AUTHORITIES.
- B. PAY ALL FEES REQUIRED FOR CONNECTION OF UTILITY POWER AND TELEPHONE SERVICES REQUIRED FOR THE WORK.
- C. PAY ROYALTY PAYMENTS OR FEES REQUIRED FOR USE OF PATENTED EQUIPMENT OR SYSTEMS. DEFEND LAWSUITS OR CLAIMS FOR INFRINGEMENT OF PATENT RIGHTS AND HOLD OWNER AND/OR ENGINEER HARMLESS FROM LOSS AS RESULT OF SAID SUITS OR CLAIMS.
9. UPON REQUEST, THE ENGINEER CAN PROVIDE CONSTRUCTION DOCUMENTS IN AUTOCAD 2000 SERIES FORMAT. UPON WRITTEN REQUEST, COMPLETION OF A RELEASE FORM, AND PAYMENT OF THE ENGINEERS STANDARD FEE OF \$200 SETUP CHARGE AND \$60 PER DRAWING, ENGINEER WILL PROVIDE ELECTRONIC FILES ON DVD OR EMAIL. IF REQUESTED, ENGINEER WILL ALSO PROVIDE A LIST OF DRAWING LAYERS AND NAMES THAT WILL BE MAINTAINED.

END OF SECTION

SECTION 260500 COMMON WORK RESULTS FOR ELECTRICAL

1. PROVIDE COMPLETE ELECTRICAL SYSTEMS WHERE SHOWN ON DRAWINGS, AS SPECIFIED HEREIN, AND AS NEEDED FOR COMPLETE AND PROPER INSTALLATION INCLUDING, BUT NOT NECESSARILY LIMITED TO FOLLOWING SUMMARY OF WORK.
- A. INTERIOR LIGHTING.
- B. EMERGENCY EXIT AND EGRESS LIGHTING.
- C. FIRE DETECTION AND ALARM SYSTEM.
- D. TELEPHONE/DATA RACEWAY SYSTEM.
- E. POWER FEEDS TO ALL SECURITY AND COMMUNICATION EQUIPMENT.
- F. POWER TO MECHANICAL, PLUMBING AND FIRE PROTECTION EQUIPMENT:
  - a. PROVIDE CONDUIT, WIRE, DISCONNECT SWITCH, OVERCURRENT AND SHORT CIRCUIT PROTECTION FOR ALL EQUIPMENT, WHETHER SHOWN ON THE DRAWINGS OR NOT, INCLUDING, MOTORIZED DAMPERS, SMOKE DAMPERS, ELECTRIC HEAT TRACE, POWER FOR ENERGY MANAGEMENT SYSTEM, WATER SOFTENING EQUIPMENT, WATER TREATMENT SYSTEMS, AIR DRYERS, ELECTRIC FLUSH VALVES, ELECTRIC TRAP PRIMERS, AND OTHER MISCELLANEOUS EQUIPMENT.
- G. OTHER ITEMS AND SERVICES REQUIRED TO COMPLETE THE ELECTRICAL AND COMMUNICATION SYSTEMS.
2. CODES: ELECTRICAL AND FIRE ALARM WORK SHALL CONFORM TO REQUIREMENTS AND RECOMMENDATIONS OF THE FOLLOWING CODES:
  - A. NATIONAL ELECTRICAL CODE
  - B. INTERNATIONAL ENERGY CODE
  - C. INTERNATIONAL FIRE CODE
  - D. INTERNATIONAL BUILDING CODE
  - E. LOCAL AMENDMENTS TO THE ABOVE CODES
3. REQUIREMENTS OF REGULATORY AGENCIES
- A. REQUIREMENTS AND RECOMMENDATIONS OF LATEST EDITIONS OF OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA), AMERICANS WITH DISABILITIES ACT (ADA), ARE BY REFERENCE MADE PART OF THESE SPECIFICATIONS. WORK SHALL COMPLY WITH REQUIREMENTS AND RECOMMENDATIONS WHEREVER APPLICABLE.
4. ORDINANCES, PERMITS, METERS, UTILITIES AND ROYALTIES.
- A. PURCHASE ALL NECESSARY PERMITS AND LICENSES NECESSARY FOR COMPLETION OF THE WORK. PAY ALL LAWFUL FEES REQUIRED AND NECESSARY PURSUANT IN OBTAINING SAID PERMITS AND LICENSES. REQUIRED CERTIFICATES OF APPROVALS AND INSPECTIONS BY LOCAL GOVERNING AND REGULATING AUTHORITIES.
- B. PAY ALL FEES REQUIRED FOR CONNECTION OF UTILITY POWER AND TELEPHONE SERVICES REQUIRED FOR THE WORK.
- C. PAY ROYALTY PAYMENTS OR FEES REQUIRED FOR USE OF PATENTED EQUIPMENT OR SYSTEMS. DEFEND LAWSUITS OR CLAIMS FOR INFRINGEMENT OF PATENT RIGHTS AND HOLD OWNER AND/OR ENGINEER HARMLESS FROM LOSS AS RESULT OF SAID SUITS OR CLAIMS.

5. COMPATIBILITY OF EQUIPMENT
- A. ASSUME FULL RESPONSIBILITY FOR SATISFACTORY OPERATION OF COMPONENT PARTS OF ELECTRICAL SYSTEMS. ASSURE COMPATIBILITY OF EQUIPMENT AND PERFORMANCE OF INTEGRATED SYSTEMS IN ACCORDANCE WITH REQUIREMENTS OF THE CONSTRUCTION DOCUMENTS. NOTIFY THE ENGINEER BEFORE SUBMITTING A BID SHOULD SPECIFICATIONS OR DRAWINGS MAKE ACCEPTANCE OF RESPONSIBILITY IMPOSSIBLE, PROHIBITIVE, OR RESTRICTIVE. THE BID SHALL BE ACCOMPANIED BY A WRITTEN STATEMENT LISTING ANY OBJECTIONS OR EXCEPTIONS TO THE APPLICABLE SPECIFICATION SECTION AND/OR DRAWING.
6. CONSTRUCTION REQUIREMENTS
- A. DRAWINGS SHOW ARRANGEMENTS OF WORK. REARRANGEMENT OF SPACES AND EQUIPMENT WILL BE CONSIDERED WHEN PROJECT CONDITIONS MAKE THIS NECESSARY AND/OR MATERIALS OR EQUIPMENT CAN BE INSTALLED TO BETTER ADVANTAGE. PRIOR TO PROCEEDING WITH WORK, COORDINATE WITH VARIOUS TRADES TO PREPARE AND SUBMIT FIVE (5) COPIES OF DRAWINGS OF PROPOSED ARRANGEMENT FOR ENGINEER'S REVIEW. ALLOW MINIMUM OF 10 WORKING DAYS FOR REVIEW.
- B. INSTALLATION OR REARRANGEMENT OF EQUIPMENT AND SPACE FOR CONTRACTORS CONVENIENCE OR TO ACCOMMODATE MATERIAL OR EQUIPMENT SUBSTITUTIONS WILL BE CONSIDERED. ASSUME RESPONSIBILITY FOR REARRANGEMENT OF EQUIPMENT AND SPACE AND HAVE ENGINEER REVIEW CHANGE BEFORE PROCEEDING WITH WORK. REQUEST FOR CHANGES SHALL BE ACCOMPANIED BY SHOP DRAWINGS OF AFFECTED EQUIPMENT AND SPACE. IDENTIFY PROPOSED MONETARY CREDITS OR OTHER BENEFITS. ALLOW MINIMUM OF 10 WORKING DAYS FOR REVIEW.
- C. PROPERLY LOCATE AND SIZE ALL REQUIRED PIPE SLEEVES AND SLOTS, HOLES, OR OPENINGS IN STRUCTURE.
- D. DURING THE COURSE OF CONSTRUCTION, COLLECT AND COMPILE THREE (3) SETS OF OPERATING INSTRUCTIONS, WIRING DIAGRAMS, CATALOG CUTS, PREVENTATIVE MAINTENANCE INSTRUCTIONS, PARTS LISTS, AS-BUILTS, ETC FOR ALL THE EQUIPMENT FURNISHED UNDER THIS CONTRACT. ALL LITERATURE INCLUDING WARRANTIES SHALL BE INCLUDED IN THE OPERATION AND MAINTENANCE MANUALS.
  - a. AT COMPLETION OF WORK, AND PRIOR TO REQUEST FOR FINAL INSPECTION, SUBMIT THE MANUALS TO THE ARCHITECT IN ACCORDANCE WITH DIVISION 1 AND SPECIFIED HEREIN. MANUALS SHALL BE BOUND IN HEAVY DUTY, THREE-RING, VINYL COVERED, HARD-BACKED BINDERS, WITH CLEAR PLASTIC POCKET ON THE SPINE. THE SPINE OF EACH BINDER SHALL HAVE THE FOLLOWING TYPED LETTERING INSERTED...

END OF SECTION

SECTION 260502 ELECTRICAL WORK IN EXISTING FACILITIES

1. SUMMARY
- A. PROVIDE LABOR, MATERIALS, EQUIPMENT, TRANSPORTATION, TOOLS AND SERVICES, AND PERFORM OPERATIONS REQUIRED FOR, AND REASONABLY INCIDENTAL TO THE PROVIDING OR MODIFICATION OF ELECTRICAL WORK AND SYSTEMS IN EXISTING FACILITIES.
2. EXISTING OUTLETS AND SWITCHES.
- A. REPLACE ALL OUTLETS AND SWITCHES TO MATCH NEW.
- B. IN INCIDENCES WHERE EXISTING SWITCHES AND OUTLETS DO NOT MEET CURRENT BUILDING CODES AND ADS HEIGHTS, RAISE OR LOWER ACCORDINGLY. ALL EXISTING AND NEW SHALL BE AT THE SAME HEIGHT.
3. SHOP DRAWINGS
- A. SHOW THE JOINING OF NEW WORK WITH EXISTING, ILLUSTRATING THE ACTUAL EXISTING CONDITIONS.
4. QUALITY CONTROL
- A. USE ADEQUATE NUMBERS OF SKILLED WORKMEN WHO ARE THOROUGHLY TRAINED AND EXPERIENCED IN THE NECESSARY CRAFTS AND WHO ARE COMPLETELY FAMILIAR WITH THE SPECIFIED REQUIREMENTS AND THE METHODS NEEDED FOR PROPER PERFORMANCE OF THE WORK OF THIS SECTION.
- B. WITHOUT ADDITIONAL COST TO THE OWNER, PROVIDE SUCH OTHER LABOR AND MATERIALS AS ARE REQUIRED TO COMPLETE THE WORK OF THIS SECTION IN ACCORDANCE WITH THE REQUIREMENTS OF GOVERNMENTAL AGENCIES HAVING JURISDICTION, REGARDLESS OF WHETHER SUCH MATERIALS AND ASSOCIATED LABOR ARE CALLED FOR ELSEWHERE IN THESE CONTRACT DOCUMENTS.
5. WIRING METHODS AND MATERIAL
- A. WHERE NEW CONDUITS, WIRES, CABLES, OUTLETS, LIGHT FIXTURES WIRING DEVICES, FIRE ALARM DEVICES, ETC. ARE INSTALLED, THEY SHALL BE OF THE TYPE AND QUALITY SPECIFIED, REGARDLESS OF THE TYPES AND QUALITY OF EXISTING MATERIALS THAT ARE TO REMAIN.
- B. WHERE EXISTING LIGHT FIXTURES ARE SHOWN TO BE REPLACED, REMOVE FIXTURES AND DISPOSE OF ACCORDING TO THE GUIDELINES OF THE CITY.
- C. WHERE EXISTING LIGHT FIXTURES ARE SHOWN TO BE REPLACED, MAINTAIN EXISTING INFRASTRUCTURE AND REPLACE FIXTURES ONLY.
6. SITE INSPECTION
- A. THE CONTRACT DOCUMENTS DO NOT PROPOSE TO SHOW ALL EXISTING SYSTEMS MATERIAL OR EQUIPMENT. OBTAIN INFORMATION RELATED TO EXISTING FACILITIES FROM EXISTING DOCUMENTS, MEASUREMENTS, NOTATIONS, PHOTOGRAPHS, SURVEYS AND OTHER OBSERVATIONS AT THE SITE.
- B. VISIT THE PROJECT SITE AND VERIFY THE EXISTING MATERIALS, CONDITIONS, WIRING METHODS, PENETRATIONS THROUGH FIRE RATED WALLS, SUPPORTING DEVICES AND PANELBOARDS. INSPECT CEILING SPACES, PANELBOARD INTERIORS, CONNECTIONS TO LIGHT FIXTURES, ETC. NOTE ANY EXISTING CONDITIONS WHICH REQUIRE WORK TO BRING THE PROJECT INTO CODE COMPLIANCE FOR THE OCCUPANCY UNDER CONSTRUCTION.
- C. MODIFY, REPAIR AND REPLACE MATERIALS RELATING TO ANY EXISTING CONDITIONS WHETHER SHOWN ON THE DRAWINGS, NOTED DURING THE SITE VISIT OR DISCOVERED DURING THE COURSE OF CONSTRUCTION, WHICH REQUIRE WORK TO BRING THE PROJECT INTO CODE COMPLIANCE FOR THE OCCUPANCY UNDER CONSTRUCTION.
7. SCHEDULE OF WORK
- A. SINCE THE BUILDING WILL CONTINUE IN USE THROUGHOUT THE CONSTRUCTION PERIOD, CARRY OUT THE WORK UNDER THIS DIVISION IN SUCH A MANNER AS TO MINIMIZE DISTURBANCE TO THE OCCUPANTS.
- B. THE SCHEDULE CONTEMPLATES WORKING IN DESIGNATED AREAS IN THE EXISTING BUILDING WHILE OTHER ADJACENT AREAS ARE STILL BEING OCCUPIED. CARRY OUT WORK IN THIS DIVISION IN SUCH A MANNER AS TO MINIMIZE DISTURBANCE TO THOSE OCCUPIED AREAS.
- C. SHOULD THE WORK IN THE DESIGNATED AREAS AFFECT ANY SERVICES TO THE AREAS TO REMAIN IN USE, NEW PERMANENT OR TEMPORARY SERVICES OR A COMBINATION OF BOTH SHALL BE INSTALLED AS REQUIRED TO ENABLE THOSE OCCUPIED AREAS TO FUNCTION PROPERLY.
- D. PERFORM NO WORK IN THE EXISTING BUILDING WHICH WOULD INTERFERE WITH ITS USE DURING NORMAL HOURS OF OCCUPANCY, UNLESS SPECIAL PERMISSION IS GRANTED BY THE OWNER. INCLUDED SHALL BE OPERATIONS WHICH WOULD CAUSE OBJECTIONABLE NOISE OR SERVICE INTERRUPTIONS.
- E. ANY WORK INVOLVING A SERVICE SUSPENSION SHALL BE SCHEDULED IN ADVANCE WITH THE OWNER.
- F. SHOULD IT BE NECESSARY TO PERFORM CERTAIN OPERATIONS ON AN "OVERTIME" BASIS IN ORDER NOT TO INTERRUPT THE NORMAL USAGE OF THE BUILDING, INCLUDE THE COSTS OF SUCH OVERTIME WITHOUT CHANGE IN THE CONTRACT AMOUNT.
8. DISRUPTION OF EXISTING FUNCTIONS
- A. ACCESS: ACCESS TO AND USE OF THE EXISTING FACILITIES AND SITE WILL BE RESTRICTED, AND SHALL BE UNDER THE DIRECTION AND CONTROL OF THE OWNER.
- B. OUTAGES: SCHEDULE POWER OUTAGES TO AVOID INTERFERENCE WITH THE OWNER'S OR OTHER TENANT'S ACTIVITIES. OBTAIN APPROVAL PRIOR TO THE REQUESTED OUTAGE. PROVIDE A SCHEDULE SHOWING SEQUENCE AND DURATION OF ALL ACTIVITIES DURING THE REQUESTED OUTAGE.
- C. DISRUPTIONS: MAINTAIN EXISTING ELECTRICAL, COMMUNICATIONS, ALARM, AND OTHER EXISTING SYSTEMS, AND MAINTAIN EXISTING FUNCTIONS IN SERVICE EXCEPT FOR SCHEDULED DISRUPTIONS, WHERE EXISTING FUNCTIONS TO REMAIN IN USE ARE DISRUPTED, THEY SHALL BE FULLY RESTORED AFTER DISRUPTION, IN FULL COMPLIANCE WITH THIS DIVISION OF

- THE SPECIFICATIONS.
- D. DURATION: COMPLETE AS LARGE A PORTION OF THE WORK AS POSSIBLE BEFORE INITIATING DISRUPTION AND PERFORM ONLY THAT WORK NECESSARY SO AS TO MINIMIZE DURATION OF DISRUPTION. MAINTAIN ADEQUATE STOCKS OF SUPPLIES, MATERIALS, EQUIPMENT, TOOLS, AND OTHER RESOURCES AT JOB SITE TO AVOID UNNECESSARY DELAY IN RESUMPTION OF NORMAL SERVICE.
- E. SCHEDULE: PROVIDE A COMPLETE SCHEDULE TO THE OWNER FOR REVIEW AND APPROVAL INDICATING THE TYPE AND DURATION OF ANY REQUIRED DISRUPTION INVOLVED IN THE EXECUTION OF THE WORK.
9. SALVAGE AND DEMOLITION
- A. GENERAL
  - a. WORKING JOINTLY WITH THE OWNER'S REPRESENTATIVE, ESTABLISH AND MARK SALVAGE AND DEMOLITION ITEMS BEFORE COMMENCING WORK. REPORT ITEMS SCHEDULED FOR RELOCATION, REINSTALLATION OR REUSE, WHICH ARE FOUND TO BE IN DAMAGED CONDITION; AWAIT FURTHER INSTRUCTIONS FROM THE OWNER BEFORE COMMENCING WITH WORK.
  - b. DEMOLITION MATERIAL SHALL BE REMOVED FROM THE SITE AND DISPOSED OF BY THE CONTRACTOR. FOUR SALVAGED EQUIPMENT AND DEVICES SHALL BE THE PROPERTY OF THE OWNER UNLESS NOTED OTHERWISE. STORE OR DISPOSE OF AS DIRECTED BY OWNER.

END OF SECTION

END OF SECTION

SECTION 260519 LOW VOLTAGE ELECTRICAL POWER CONDUCTORS & CABLES

1. PROVIDE CONDUCTORS MADE OF SOFT DRAWN, ANNEALED COPPER WITH CONDUCTIVITY NOT LESS THAN THAT OF 98% PURE COPPER.
2. BUILDING WIRE:
  - A. THERMOPLASTIC INSULATED BUILDING WIRE: NEMA WC 5.
  - B. FEEDERS AND BRANCH CIRCUITS: COPPER, SIZE 12, 10 AND 8, SOLID CONDUCTOR; 6 AND LARGER, STRANDED CONDUCTOR, 600-VOLT INSULATION, THHN/THWN-2.
  - C. CONTROL CIRCUITS: COPPER, STRANDED CONDUCTOR 600-VOLT INSULATION, THHN/THWN-2.
  - D. USE THE FOLLOWING COLOR CODE SYSTEM:

|         | 240/120 VOLT SYSTEMS | 208Y/120 VOLT SYSTEMS | 480Y/277 VOLT SYSTEMS |
|---------|----------------------|-----------------------|-----------------------|
| PHASE A | BLACK                | BLACK                 | BROWN                 |
| PHASE B | ORANGE               | RED                   | ORANGE                |
| PHASE C | BLUE                 | BLUE                  | YELLOW                |
| NEUTRAL | WHITE                | WHITE                 | GRAY                  |
| GROUND  | GREEN                | GREEN                 | GREEN                 |
| SWITCH  | PURPLE               | PURPLE                | PURPLE                |

- E. TYPE AC CABLE SHALL NOT BE USED.
3. THE MINIMUM WIRE SIZE SHALL BE 12 AWG FOR POWER AND LIGHTING CIRCUITS, AND NO SMALLER THAN 18 AWG FOR CONTROL WIRING. REMOTE CONTROL WIRING SHALL NOT BE LESS THAN 14 AWG FOR INSTALLED LENGTHS OF 50 FEET OR LESS. REMOTE CONTROL CONDUCTORS SHALL BE INCREASED ONE SIZE (PER NEC TABLE 310) FOR EACH ADDITIONAL 50 FEET OF LENGTH. INCREASE THE RACEWAY SYSTEM TO ACCOMMODATE THE INCREASED WIRE SIZE.
4. PROVIDE AN EQUAL NUMBER OF CONDUCTORS OF EQUAL SIZE FOR EACH PHASE OF A CIRCUIT IN SAME RACEWAY OR CABLE.
5. SPLICE ONLY IN JUNCTION BOXES, OUTLET BOXES, PULLBOXES, OR MANHOLES.
6. NEATLY TRAIN AND LACE WIRING INSIDE BOXES, EQUIPMENT, AND PANELBOARDS.
7. MAKE CONDUCTOR LENGTHS FOR PARALLEL CIRCUITS EQUAL.
8. DO NOT COMBINE NEUTRALS AND GROUNDS OF SEPARATE BRANCH CIRCUITS. DO NOT RUN MORE THAN ONE BRANCH CIRCUIT IN A CONDUIT.
9. PULL ALL CONDUCTORS INTO A RACEWAY AT THE SAME TIME. USE UL LISTED WIRE-PULLING LUBRICANT FOR PULLING 4 AWG AND LARGER WIRES.
10. INSTALL WIRE IN RACEWAY AFTER INTERIOR OF BUILDING HAS BEEN PHYSICALLY PROTECTED FROM THE WEATHER AND ALL MECHANICAL WORK LIKELY TO INJURE CONDUCTORS HAS BEEN COMPLETED.
11. COMPLETELY AND THOROUGHLY SWAB RACEWAY SYSTEM BEFORE INSTALLING CONDUCTORS.

END OF SECTION

SECTION 260526 GROUNDING & BONDING FOR ELECTRICAL SYSTEMS

1. SCOPE
- A. PROVIDE ALL EQUIPMENT, MATERIALS, LABOR, SUPERVISION, AND SERVICES NECESSARY FOR OR INCIDENTAL TO THE INSTALLATION OF ELECTRICAL SYSTEMS GROUNDING AS SHOWN OR INDICATED ON THE DRAWINGS AND/OR AS SPECIFIED.
- B. WORK INCLUDED:
  - a. POWER SYSTEMS GROUNDING.
  - b. ELECTRICAL EQUIPMENT AND RACEWAY GROUNDING AND BONDING.
2. MATERIALS
- A. PROVIDE ELECTRICAL GROUNDING SYSTEM INDICATED WITH ASSEMBLY OF MATERIALS, INCLUDING BUT NOT LIMITED TO:
  - a. WIRES AND CABLES.
  - b. CONNECTORS.
  - c. TERMINALS.
- B. WHERE MATERIALS OR COMPONENTS ARE NOT INDICATED, PROVIDE PRODUCTS COMPLYING WITH NEC, UL, IEEE, AND ESTABLISHED INDUSTRY STANDARDS FOR APPLICATIONS INDICATED.
3. INSTALLATION
- A. PROVIDE A SEPARATE, INSULATED EQUIPMENT GROUNDING CONDUCTOR IN FEEDER CIRCUITS. TERMINATE EACH END ON A GROUNDING LUG, BUS, OR BUSHING.
4. FIELD QUALITY CONTROL
- A. INSPECT GROUNDING AND BONDING SYSTEM CONDUCTORS AND CONNECTIONS FOR TIGHTNESS AND PROPER INSTALLATION.
  - a. ELECTRICAL TESTS: PERFORM POINT-TO-POINT TESTS TO DETERMINE THE RESISTANCE BETWEEN THE MAIN GROUNDING SYSTEM AND ALL MAJOR ELECTRICAL EQUIPMENT FRAMES, SYSTEM NEUTRAL, AND/OR DERIVED NEUTRAL POINTS.
  - b. TEST VALUES: INVESTIGATE POINT-TO-POINT RESISTANCE VALUES WHICH EXCEED 0.5 OHM. CORRECT DEFICIENCIES AT NO ADDITIONAL COST. RETEST TO PROVE COMPLIANCE.
- B. PROVIDE WRITTEN CERTIFICATION TO THE ENGINEER THAT THE GROUNDING SYSTEM HAS BEEN TESTED AND COMPLIES WITH THE SPECIFIED REQUIREMENTS.

END OF SECTION

SECTION 260529 HANGERS & SUPPORTS FOR ELECTRICAL

1. FASTEN HANGER RODS, CONDUIT CLAMPS, AND OUTLET AND JUNCTION BOXES TO BUILDING STRUCTURE USING EXPANSION ANCHORS, PRESET INSERTS, OR BEAM CLAMPS.
2. INSTALL HANGERS, SUPPORTS, CLAMPS, AND ATTACHMENTS TO SUPPORT PIPING PROPERLY FROM BUILDING STRUCTURE. ARRANGE FOR GROUPING OF PARALLEL RUNS OF HORIZONTAL CONDUITS TO BE SUPPORTED TOGETHER ON TRAPEZE TYPE HANGERS WHERE POSSIBLE. INSTALL SUPPORTS WITH MAXIMUM SPACING INDICATED.
3. USE TOGGLE BOLTS OR HOLLOW WALL FASTENERS IN HOLLOW MASONRY, PLASTER, OR GYPSUM BOARD PARTITIONS AND WALLS; EXPANSION ANCHORS OR PRESET INSERTS IN SOLID MASONRY WALLS; SELF DRILLING ANCHORS OR EXPANSION ANCHOR ON CONCRETE SURFACES; SHEET METAL SCREWS IN SHEET METAL STUDS; AND WOOD SCREWS IN WOOD CONSTRUCTION.

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DESIGNED BY MD ENGINEERING  
DRAWN BY CAD  
CHECKED BY RJ  
REVIEWED BY RJ  
DATE 10-21-2022



**SPECIFICATIONS - ELECTRICAL**  
**ES1.1**  
COLLIN COUNTY JUSTICE CENTER  
EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT  
4300 COMMUNITY AVENUE  
MCKINNEY, TEXAS 75071

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| OF        | 16 SHEETS |
| FILE NO.  | 122010    |



SECTION 260533.13 CONDUIT FOR ELECTRICAL SYSTEMS

1. SCOPE
  - A. PROVIDE ALL EQUIPMENT, MATERIALS, LABOR, SUPERVISION, AND SERVICES NECESSARY FOR OR INCIDENTAL TO THE INSTALLATION OF A COMPLETE AND OPERATING ELECTRICAL RACEWAY SYSTEM, AS INDICATED ON THE DRAWINGS AND AS SPECIFIED.
  - B. WORK INCLUDED:
    - a. RIGID METAL CONDUIT AND FITTINGS
    - b. ELECTRICAL METALLIC TUBING AND FITTINGS
    - c. FLEXIBLE METAL CONDUIT AND FITTINGS
    - d. NONMETALLIC CONDUIT AND FITTINGS
    - e. SURFACE-MOUNTED RACEWAY
2. CONDUITS AND FITTINGS
  - A. PROVIDE METAL CONDUITS, TUBING, FITTINGS, AND COUPLINGS OF TYPES, GRADES, SIZES, AND WEIGHTS (WALL THICKNESS) FOR EACH SERVICE INDICATED. WHERE TYPES AND GRADES ARE NOT INDICATED, PROVIDE PROPER SELECTION DETERMINED BY INSTALLER TO FULFILL WIRING REQUIREMENTS AND COMPLY WITH APPLICABLE PORTIONS OF NEC FOR RACEWAYS.
  - B. RIGID METAL CONDUIT AND FITTINGS
    - a. RIGID STEEL CONDUIT: ANSI C80.1
    - b. FITTINGS AND CONDUIT BODIES: ANSINEMA FB 1; THREADED TYPE, MATERIAL TO MATCH CONDUIT.
  - C. ELECTRICAL METALLIC TUBING (EMT) AND FITTINGS
    - a. EMT: ANSI C80.3 GALVANIZED TUBING
    - b. FITTINGS AND CONDUIT BODIES: ANSINEMA FB 1; STEEL COMPRESSION TYPE
  - D. FLEXIBLE METAL CONDUIT AND FITTINGS
    - a. CONDUIT: FS WW-C-566; STEEL
    - b. FITTINGS AND CONDUIT BODIES: ANSINEMA FB 1
  - E. LIQUID TIGHT FLEXIBLE CONDUIT AND FITTINGS
    - a. CONDUIT: FLEXIBLE METAL CONDUIT WITH PVC JACKET
    - b. FITTINGS AND CONDUIT BODIES: ANSINEMA FB 1
  - F. PLASTIC CONDUIT AND FITTINGS
    - a. CONDUIT: NEMA TC 2; SCHEDULE 40 PVC
    - b. FITTINGS AND CONDUIT BODIES: NEMA TC 3
3. CONDUIT SIZING, ARRANGEMENT AND SUPPORT
  - A. SIZE OF CONDUIT SHALL BE AS INDICATED ON THE DRAWINGS OR SIZED FOR CONDUCTOR TYPE INSTALLED, WHICHEVER IS LARGER. SIZE ALL CONDUITS IN ACCORDANCE WITH THE NEC. MINIMUM CONDUIT SIZE SHALL BE 3/4 INCH.
  - B. ARRANGE CONDUIT TO MAINTAIN HEADROOM AND PRESENT A NEAT APPEARANCE.
4. ROUTE EXPOSED CONDUIT AND CONDUIT ABOVE ACCESSIBLE CEILINGS PARALLEL AND PERPENDICULAR TO WALLS AND ADJACENT PIPING.
  - A. MAINTAIN MINIMUM 6-INCH CLEARANCE BETWEEN CONDUIT AND PIPING. MAINTAIN 12-INCH CLEARANCE BETWEEN CONDUIT AND HEAT SOURCES SUCH AS FLUES, STEAM PIPES, AND HEATING APPLIANCES.
  - B. ARRANGE CONDUIT SUPPORTS TO PREVENT DISTORTION OF ALIGNMENT BY WIRE PULLING OPERATIONS. FASTEN CONDUIT USING GALVANIZED STRAPS, LAY-IN ADJUSTABLE HANGERS, CLEVIS HANGERS, OR BOLTED SPLIT STAMPED GALVANIZED HANGERS.
  - C. GROUP CONDUIT IN PARALLEL RUNS WHERE PRACTICAL AND USE CONDUIT RACK CONSTRUCTED OF STEEL CHANNEL WITH CONDUIT STRAPS OR CLAMPS.
  - D. DO NOT FASTEN CONDUIT WITH WIRE OR PERFORATED PIPE STRAPS. REMOVE ALL WIRE USED FOR TEMPORARY CONDUIT SUPPORT DURING CONSTRUCTION, BEFORE CONDUCTORS ARE PULLED.
5. CONDUIT INSTALLATION
  - A. CUT CONDUIT SQUARE USING A SAW OR PIPE CUTTER; DE-BURR CUT ENDS.
  - B. BRING CONDUIT TO THE SHOULDER OF FITTINGS AND COUPLINGS AND FASTEN SECURELY.
  - C. USE CONDUIT HUBS FOR FASTENING CONDUIT TO CAST BOXES AND FOR FASTENING CONDUIT TO SHEET METAL BOXES IN DAMP OR WET LOCATIONS.
  - D. INSTALL NO MORE THAN THE EQUIVALENT OF THREE 90-DEGREE BENDS BETWEEN BOXES.
  - E. USE CONDUIT BODIES TO MAKE SHARP CHANGES IN DIRECTION, AS AROUND BEAMS.
  - F. USE HYDRAULIC ONE-SHOT CONDUIT BENDER OR FACTORY ELBOWS FOR BENDS IN CONDUIT LARGER THAN 2-INCHES IN SIZE.
  - G. AVOID MOISTURE TRAPS WHERE POSSIBLE. WHERE UNAVOIDABLE, PROVIDE JUNCTION BOX WITH DRAIN FITTING AT CONDUIT LOW POINT.
  - H. USE SUITABLE CONDUIT CAPS TO PROTECT INSTALLED CONDUIT AGAINST ENTRANCE OF DIRT AND MOISTURE.
  - I. PROVIDE A PULL TAPE FOR SPARE EMPTY CONDUITS. THE TAPE SHALL BE FIBERGLASS REINFORCED POLYESTER TAPE WITH DISTANCE MARKING IN FEET CONTINUOUS ALONG ITS LENGTH. FURNISH T&B OR GREENLEE PRODUCTS.
  - J. INSTALL EXPANSION JOINTS WHERE CONDUIT CROSSES BUILDING EXPANSION JOINTS.
  - K. WHERE CONDUIT PENETRATES FIRE RATED WALLS AND FLOORS, PROVIDE MECHANICAL FIRESTOP FITTINGS WITH UL LISTED FIRE RATING EQUAL TO WALL OR FLOOR RATING. SEAL OPENING AROUND CONDUIT WITH UL LISTED FOAMED SILICONE ELASTOMER COMPOUND.
  - L. ROUTE CONDUIT THROUGH ROOF OPENINGS FOR PIPING AND DUCTWORK WHERE POSSIBLE. OTHERWISE ROUTE THROUGH ROOF JACK WITH PITCH POCKET.
  - M. MAXIMUM SIZE CONDUIT IN SLABS ABOVE GRADE: 3/4 INCH.
  - N. USE PVC-COATED RIGID STEEL FACTORY ELBOWS FOR BENDS IN PLASTIC CONDUIT RUNS LONGER THAN 100 FEET OR IN PLASTIC CONDUIT RUNS, WHICH HAVE MORE THAN TWO BENDS REGARDLESS OF LENGTH.
  - O. MAKE JOINTS IN ACCORDANCE WITH MANUFACTURERS' WRITTEN INSTRUCTIONS.
  - P. PROVIDE PLASTIC WARNING TAPE FOR UNDERGROUND CONDUIT OR DUCT BANK INSTALLATIONS. INSTALL WARNING TAPE DIRECTLY ABOVE CONDUIT ONE FOOT BELOW FINISHED GRADE OR AS SHOWN ON DRAWINGS. REFERENCE SECTION 260553.
  - Q. SAND FOR INTERMEDIATE FILL AROUND UNDERGROUND CONDUITS SHALL BE WASHED SAND, SUITABLE FOR CONCRETE OR MASONRY. REFERENCE SECTION 260500 FOR ADDITIONAL BACKFILL AND EXCAVATION REQUIREMENTS.
6. CONDUIT SCHEDULE
  - A. UNDERGROUND INSTALLATIONS MORE THAN TWO FEET FROM FOUNDATION WALL: SCHEDULE 40 PLASTIC CONDUIT.
  - B. INSTALLATIONS IN OR UNDER CONCRETE SLAB, OR UNDERGROUND WITHIN 2 FEET OF FOUNDATION WALL: SCHEDULE 40 P.V.C.
  - C. IN SLAB ABOVE GRADE: SCHEDULE 40 P.V.C.
  - D. EXPOSED OUTDOOR LOCATIONS: E.M.T. WITH COMPRESSION FITTINGS.
  - E. WET INTERIOR LOCATIONS: E.M.T. WITH COMPRESSION FITTINGS.
  - F. CONCEALED DRY INTERIOR LOCATIONS: ELECTRICAL METALLIC TUBING
  - G. EXPOSED DRY INTERIOR LOCATIONS: ELECTRICAL METALLIC TUBING

END OF SECTION

SECTION 260533.16 BOXES FOR ELECTRICAL SYSTEMS

1. SCOPE
  - A. PROVIDE ALL EQUIPMENT, MATERIALS, LABOR, SUPERVISION, AND SERVICES NECESSARY FOR OR INCIDENTAL TO THE INSTALLATION OF OUTLETS, PULL AND JUNCTION BOXES AS INDICATED ON THE DRAWINGS AND SPECIFIED.
  - B. WORK INCLUDED:
    - a. WALL AND CEILING OUTLET BOXES

2. BOXES
  - A. PROVIDE STANDARD, STAMPED GALVANIZED STEEL BOXES EXCEPT AS HEREINAFTER NOTED, BY STEEL CITY OR APPROVED EQUAL.
  - B. OUTLET BOXES
    - a. SHEET METAL OUTLET BOXES: ANSINEMA OS 1, GALVANIZED STEEL, WITH 1/2 INCH MALE FIXTURE STUDS WHERE REQUIRED.
    - b. CAST BOXES: ALUMINUM OR CAST FERROALLOY, DEEP TYPE, GASKET AND COVER, THREADED HUBS.
  - C. PULL AND JUNCTION BOXES
    - a. SHEET METAL BOXES: ANSINEMA OS 1, GALVANIZED STEEL.
    - b. SHEET METAL BOXES LARGER THAN 12 INCHES IN ANY DIMENSION: HINGED ENCLOSURE IN ACCORDANCE WITH SECTION 262716.
3. COORDINATION OF BOX LOCATIONS
  - A. PROVIDE ELECTRICAL BOXES AS SHOWN ON DRAWINGS, AND AS REQUIRED INCLUDING TRAPS, WIRE PULLING, EQUIPMENT CONNECTIONS, AND CODE COMPLIANCE.
  - B. DO NOT LOCATE ELECTRICAL BOXES ABOVE THE INACCESSIBLE CEILINGS.
4. OUTLET BOX INSTALLATION
  - A. DO NOT INSTALL BOXES BACK-TO-BACK IN WALLS. PROVIDE A MINIMUM 6-INCH SEPARATION BETWEEN BOXES. PROVIDE A MINIMUM 24-INCH SEPARATION BETWEEN BOXES IN ACOUSTIC-RATED WALLS.
  - B. PROVIDE KNOCKOUT CLOSURES FOR UNUSED OPENINGS.
  - C. SUPPORT BOXES SECURELY AND INDEPENDENTLY OF CONDUIT.
  - D. USE MULTIPLE GANG BOXES WHERE MORE THAN ONE DEVICE IS MOUNTED TOGETHER. DO NOT USE SECTIONAL BOXES. PROVIDE BARRIERS TO SEPARATE WIRING OF DIFFERENT VOLTAGE SYSTEMS.
  - E. INSTALL BOXES IN WALLS WITHOUT DAMAGING WALL INSULATION.
  - F. COORDINATE MOUNTING HEIGHTS AND LOCATIONS OF OUTLETS MOUNTED ABOVE CEILING BENCHES AND BACKSPASHES.
  - G. PROVIDE RECESSED OUTLET BOXES IN FINISHED AREAS; SECURE BOXES TO INTERIOR WALL AND PARTITION STUDS, ACCURATELY POSITIONING TO ALLOW FOR SURFACE FINISH THICKNESS. USE STAMPED STEEL STUD BRIDGES FOR FLUSH OUTLETS IN HOLLOW STUD WALL, AND ADJUSTABLE STEEL CHANNEL FASTENERS FOR FLUSH CEILING OUTLET BOXES.
  - H. ALIGN WALL-MOUNTED OUTLET BOXES FOR SWITCHES, THERMOSTATS, AND SIMILAR DEVICES.
5. PULL AND JUNCTION BOX INSTALLATION
  - A. LOCATE PULL BOXES AND JUNCTION BOXES ABOVE ACCESSIBLE CEILINGS OR IN UNFINISHED AREAS.
  - B. SUPPORT PULL AND JUNCTION BOXES INDEPENDENT OF CONDUIT.

END OF SECTION

SECTION 26055 IDENTIFICATION FOR ELECTRICAL SYSTEMS

1. NAMEPLATES: ENGRAVED THREE-LAYER LAMINATED PLASTIC, WHITE LETTERS ON A BLACK BACKGROUND, FOR NORMAL POWER AND WHITE LETTERS ON A RED BACKGROUND FOR EMERGENCY POWER.
2. WIRE AND CABLE MARKERS: CLOTH MARKERS, SPLIT SLEEVE OR TUBING TYPE.
3. WIRE AND CABLE MARKERS
  - A. SIZES #12 THROUGH 3/0 AWG, BRADY SCN CLIP-SLEEVE WIRE MARKERS, SIZES 4/0 AWG AND LARGER, BRADY HSA HEAT SHRINK SLEEVES, CUSTOM PRINTED.
4. EQUIPMENT AND WIRING DEVICE NAMEPLATES
  - A. GENERAL: WHITE CORE LAMINATED PLASTIC, WHITE LETTERING ON BLACK BACKGROUND, SAME STYLE THROUGHOUT.
  - B. EMERGENCY EQUIPMENT NAMEPLATES: WHITE LETTERING ON RED BACKGROUND.
  - C. FASTENERS: STAINLESS STEEL SELF-TAPPING SCREWS, USE EPOXY ADHESIVE ONLY WHEN NEMA ENCLOSURE RATING IS COMPROMISED BY SCREWS AND FOR WIRING DEVICE NAMEPLATES.
  - D. SWITCHBOARD, PANELBOARD, AND CONTROL PANEL MAIN NAMEPLATE: 5/8" HIGH BLOCK LETTERS.
  - E. OTHER NAMEPLATES: 3/8" HIGH BLOCK OR CONDENSED LETTERS.

END OF SECTION

SECTION 260593 ELECTRICAL TESTING

1. PROVIDE ALL EQUIPMENT, MATERIALS, LABOR, SUPERVISION, TOOLS AND SERVICES NECESSARY FOR OR INCIDENTAL TO THE TESTING AND INSPECTING OF EACH SYSTEM AND, EACH NEW ITEM OF EQUIPMENT PROVIDED OR INSTALLED UNDER THIS DIVISION OF THE SPECIFICATIONS.
2. TESTS AND INSPECTIONS FOR EACH NEW SYSTEM AND EACH NEW ITEM OF EQUIPMENT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ACCEPTANCE TESTS SHALL BE PERFORMED WITHIN TWENTY-FOUR HOURS OF RECEIPT OF EQUIPMENT AND SHALL PROVE THAT ELECTRICAL EQUIPMENT IS OPERATIONAL WITHIN INDUSTRY AND MANUFACTURER'S TOLERANCES AND IS ACCEPTABLE FOR INSTALLATION.
4. FIELD TESTS SHALL PROVE THAT THE EQUIPMENT IS INSTALLED IN ACCORDANCE WITH THE DESIGN DRAWINGS AND SPECIFICATIONS AND THE MANUFACTURER'S INSTRUCTIONS.
5. UPON COMPLETION OF TESTS AND INSPECTIONS SPECIFIED, ATTACH A LABEL TO EACH SERVICE DEVICE. LABELS SHALL INDICATE THE TEST DATE AND TEST COMPANY.
6. WORK INCLUDED:
  - A. WIRE AND CABLE (600 VOLTS AND BELOW).
  - B. SWITCHBOARDS
  - C. AUTOMATIC TRANSFER SWITCH
  - D. GROUNDING.
7. ENGAGE THE SERVICES OF A RECOGNIZED TESTING LABORATORY WITH MORE THAN FIVE (5) YEARS OF EXPERIENCE AND CERTIFIED BY THE NATIONAL ELECTRICAL TESTING ASSOCIATION (NETA) FOR THE PURPOSE OF PERFORMING THE INSPECTIONS AND TESTS SPECIFIED. THE TESTING LABORATORY SHALL PERFORM TESTS AND INSPECTIONS DESIGNATED TO BE PERFORMED BY THE TESTING LABORATORY (TL) ALL OTHER INSPECTIONS AND TESTS MAY BE PERFORMED BY THE CONTRACTOR'S QUALIFIED PERSONNEL. THE TESTING LABORATORY'S RESPONSIBILITY SHALL INCLUDE THE FOLLOWING:
  - A. NOTIFICATION OF THE ENGINEER PRIOR TO THE START OF TESTING.
  - B. SPECIFYING THE POWER REQUIREMENTS FOR EACH TEST SITE.
  - C. PROVIDING SUFFICIENT PROTECTIVE BARRIERS AND WARNING SIGNS TO CONDUCT TESTS AND INSPECTIONS SAFELY.
  - D. REPORTING ANY MATERIAL OR WORKMANSHIP FOUND TO BE DEFECTIVE DURING TESTS AND INSPECTIONS TO THE ENGINEER.
  - E. IMPLEMENTATION OF THE FINAL SETTINGS AND ADJUSTMENTS ON THE ELECTRICAL EQUIPMENT IN ACCORDANCE WITH THE VALUES SPECIFIED IN THE COORDINATION STUDY.
  - F. MAINTAINING WRITTEN RECORDS OF TESTS, COMPLY WITH THE SUBMITTAL REQUIREMENTS SPECIFIED IN THIS SECTION.
  - G. UPON SATISFACTORY COMPLETION OF TESTS AND RELATED EFFORT, APPLY LABEL TO TESTED COMPONENTS INDICATING RESULTS, PERSON RESPONSIBLE AND DATE.
  - H. ACCEPTABLE TESTING LABORATORIES
8. SOUTHWEST ENERGY SYSTEMS, LLC
9. SHERMCO INDUSTRIES
10. ABB SERVICE ENGINEERING
11. GENERAL ELECTRIC SERVICE ENGINEERING
12. SQUARE D SERVICES
13. ENGAGE THE SERVICES OF THE MANUFACTURER'S SERVICE ORGANIZATION TO PERFORM THE TESTS AND INSPECTIONS, AS SPECIFIED.

14. DIVISION OF RESPONSIBILITY - CONTRACTOR
  - A. PERFORM ROUTINE INSULATION RESISTANCE, CONTINUITY, AND ROTATION TESTS FOR NEW DISTRIBUTION AND UTILIZATION EQUIPMENT AS SPECIFIED PRIOR TO, AND IN ADDITION TO, THE TESTS SPECIFIED TO BE PERFORMED BY THE TESTING LABORATORY. RESPONSIBILITY SHALL INCLUDE THE FOLLOWING:
    - a. SUPPLY A SUITABLE SOURCE OF POWER TO THE TESTING LABORATORY OR THE MANUFACTURER'S REPRESENTATIVE AT EACH SITE. NOTIFY THE TESTING LABORATORY OR THE MANUFACTURER'S REPRESENTATIVE WHEN EQUIPMENT BECOMES AVAILABLE FOR ACCEPTANCE TESTS.
  15. COORDINATE THE WORK TO EXPEDITE THE PROJECT SCHEDULING.
  16. PROVIDE A COMPLETE SET OF ELECTRICAL DRAWINGS AND SPECIFICATIONS, AND PERTINENT CHANGE ORDERS TO THE TESTING LABORATORY AND THE MANUFACTURER'S REPRESENTATIVE.
  17. MAINTAIN RECORDS OF ALL TESTS AND INSPECTIONS PERFORMED AND ASSEMBLE ALL INFORMATION REQUIRED TO COMPLY WITH THE SUBMITTAL REQUIREMENTS SPECIFIED IN THIS SECTION.
  18. TEST INSTRUMENT CALIBRATION
    - A. THE TESTING LABORATORY SHALL MAINTAIN TEST INSTRUMENTS, WHICH HAVE BEEN CALIBRATED WITHIN RATED ACCURACY. DATED CALIBRATION LABELS SHALL BE VISIBLE ON THE TEST EQUIPMENT.
    - B. INSTRUMENTS SHALL BE CALIBRATED IN ACCORDANCE WITH THE FOLLOWING FREQUENCY SCHEDULE:
      - a. FIELD INSTRUMENTS - 6 MONTHS MAXIMUM.
      - b. LABORATORY INSTRUMENTS - 12 MONTHS.
      - c. LEASED SPECIALTY EQUIPMENT - 12 MONTHS.
  19. SAFETY PRACTICES
    - A. SAFETY PRACTICES SHALL INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING REQUIREMENTS:
      - a. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 - OSHA.
      - b. "ACCIDENT PREVENTION MANUAL FOR INDUSTRIAL OPERATIONS," AS PUBLISHED BY THE NATIONAL SAFETY COUNCIL.
      - c. APPLICABLE SAFETY OPERATING PROCEDURES OF THE GOVERNING AUTHORITIES.
      - d. DIVISION 26 SPECIFICATIONS.
    - B. PERFORM TESTS WITH APPARATUS DE-ENERGIZED, EXCEPT WHERE OTHERWISE SPECIFICALLY REQUIRED.
    - C. POWER CIRCUITS SHALL HAVE CONDUCTORS SHORTED TO GROUND BY A HOT-LINE GROUNDING DEVICE APPROVED FOR THAT PURPOSE.
  20. QUALITY ASSURANCE
    - A. USE ADEQUATE NUMBERS OF SKILLED WORKMEN THOROUGHLY TRAINED AND EXPERIENCED IN NECESSARY CRAFTS AND COMPLETELY FAMILIAR WITH SPECIFIED REQUIREMENTS AND METHODS NEEDED FOR PROPER PERFORMANCE OF WORK OF THIS SECTION.
    - B. WITHOUT ADDITIONAL COST TO OWNER, PROVIDE LABOR AND MATERIALS AS REQUIRED TO COMPLETE THE WORK OF THIS SECTION IN ACCORDANCE WITH REQUIREMENTS OF GOVERNMENTAL AGENCIES HAVING JURISDICTION, REGARDLESS OF WHETHER SUCH MATERIALS AND ASSOCIATED LABOR ARE CALLED FOR ELSEWHERE IN THESE CONTRACT DOCUMENTS.
    - C. WHEN REQUESTED, PROVIDE ARCHITECT WITH MANUFACTURER'S CERTIFICATE THAT THE TEST EQUIPMENT MEET OR EXCEED MINIMUM REQUIREMENTS AS SPECIFIED.
21. GENERAL PROCEDURES - ACCEPTANCE AND FIELD TESTS
  - A. PERFORM EACH TEST AND INSPECTION UNTIL ACCEPTABLE RESULTS ARE OBTAINED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS, UNLESS OTHERWISE SPECIFIED.
  - B. PERFORM THE FOLLOWING TESTS AND INSPECTIONS FOR EACH SYSTEM AND ITEM OF EQUIPMENT AS APPLICABLE, UNLESS OTHERWISE SPECIFIED:
    - a. INSPECT FOR PHYSICAL DAMAGE AND DEFECTIVE MATERIALS OR INSTALLATION WORK. INSPECT FOR PROPER PHYSICAL, ELECTRICAL AND MECHANICAL CONDITIONS (MATERIALS AND INSTALLATION WORK).
    - b. INSPECT EQUIPMENT AND SYSTEMS FOR COMPLIANCE WITH REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. COMPARE EQUIPMENT NAMEPLATE INFORMATION WITH THE LATEST ONE-LINE DIAGRAMS. VERIFY THAT CONNECTIONS AND TERMINATIONS ARE IN ACCORDANCE WITH THE ONE-LINE DIAGRAMS.
    - c. CHECK TIGHTNESS OF CABLE CONNECTIONS AND BOLTED BUS JOINTS BY CALIBRATED TORQUE WRENCH METHOD. REFER TO MANUFACTURER'S INSTRUCTIONS FOR PROPER FOOT-POUND LEVELS. PLACE A MARK ON EACH TIGHTENED BOLT TO ENSURE COMPLETENESS.
  - C. PROMPTLY REPORT ANY DISCREPANCIES OR UNSATISFACTORY CONDITIONS DETERMINED BY TEST OR INSPECTION.
  - D. PERFORM INSULATION RESISTANCE TESTS FOR EACH APPLICABLE SYSTEM AND ITEM OF EQUIPMENT. DO NOT PERFORM THIS TEST ON SOLID-STATE DEVICES. NOTE: IN SOME CASES TERMINATED CABLES CANNOT BE TESTED UNLESS DISCONNECTED FROM THE END DEVICES.
    - a. APPLY TEST VOLTAGES AS FOLLOWS:
 

| INSULATION RESISTANCE TEST VOLTAGE | VOLTAGE RATING | TEST VOLTAGE |
|------------------------------------|----------------|--------------|
| (i) 150 - 600 V                    | 1000 V         |              |
| (ii) 601 - 5000 V                  | 2500 V         |              |
| (iii) 5001 V & HIGHER 5000 V       |                |              |
    - b. INVESTIGATE VALUES OF INSULATION RESISTANCE LESS THAN THE MANUFACTURER'S RECOMMENDED MINIMUM, OR LESS THAN A VALUE EQUAL TO KV+1 IN MEGOHMS.
    - c. OVERPOTENTIAL TESTS SHALL NOT PROCEED UNTIL RESISTANCE TESTS ARE SATISFACTORILY PERFORMED. PERFORM OVERPOTENTIAL TESTS FOR EACH SYSTEM AND ITEM OF EQUIPMENT AS SPECIFIED.
22. CABLES (600 VOLTS AND LESS) - FIELD TESTING
  - A. INSPECT FOR SHIELD GROUNDING, CABLE SUPPORT AND TERMINATION.
  - B. CHECK VISIBLE CABLE BENDS AGAINST ICEA AND MANUFACTURER'S MINIMUM ALLOWABLE BENDING RADIUS.
  - C. INSPECT FOR FIREPROOFING IN COMMON CABLE AREAS.
  - D. WHERE CABLES ARE TERMINATED THROUGH WINDOW TYPE CABLE TRAYS, MAKE AN INSPECTION TO VERIFY THAT NEUTRALS AND GROUNDS ARE PROPERLY TERMINATED FOR NORMAL OPERATION OF PROTECTIVE DEVICES.
  - E. PERFORM INSULATION RESISTANCE TESTS ON EACH CABLE WITH RESPECT TO GROUND AND ADJACENT CABLES. RECORD TEST RESULTS.
  - F. PERFORM CONTINUITY TESTS TO CONFIRM PROPER CABLE CONNECTIONS.
23. SWITCHBOARDS - FIELD TESTING
  - A. AT THE COMPLETION OF THE WORK THE SWITCHBOARD SHALL BE FIELD TESTED IN THE PRESENCE OF THE ENGINEER. TESTS SHALL BE CONDUCTED BY THE SERVICE ORGANIZATION OF THE MANUFACTURER.
  - B. TESTS SHALL INCLUDE THE FOLLOWING:
    - a. OPERATION OF EACH DISCONNECTING MEANS UNDER LOAD.
    - b. OPERATION OF ALL METERING EQUIPMENT.
  - C. THE MANUFACTURER SHALL OBSERVE ALL CABLE BRACING BOTH INCOMING AND OUTGOING AND CERTIFY THAT SAME IS PROVIDED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
  - D. THE GROUND FAULT SYSTEM SHALL BE SET BY THE TESTING LABORATORY AT THE LEVEL SPECIFIED BY THE APPROVED COORDINATION STUDY. EACH SYSTEM SHALL BE TESTED BY CHECKING COORDINATION BETWEEN GROUND FAULT AND PHASE TO GROUND FAULT OF A 1P-20 AMPERE LIGHTING BRANCH CIRCUIT.
  - E. BUS JOINTS SHALL BE RE-TORQUED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. SUBMIT CERTIFICATION.
24. SOLID STATE MOLDED CASE CIRCUIT BREAKERS - 600 VOLTS AND LESS - FIELD TESTING
  - A. PERFORM INSULATION RESISTANCE TESTS FROM EACH POLE-TO-GROUND, FROM POLE-TO-POLE, AND ACROSS OPEN CONTRACTS OF EACH TYPE. TEST VALUES SHALL NOT BE LESS THAN 50 MEG-OHMS. RECORD FINAL TEST RESULTS.

- B. UTILIZE PRIMARY CURRENT INJECTION METHOD TO VERIFY THE FOLLOWING SETTINGS ARE IN ACCORDANCE WITH THE COORDINATION STUDY.
  - a. MINIMUM PICKUP CURRENT OF TRIP DEVICES, WHERE POSSIBLE.
  - b. LONG TIME DELAY, USING 300% PICKUP CURRENT.
  - c. SHORT TIME PICKUP AND SHORT TIME DELAY.
  - d. INSTANTANEOUS PICKUP CURRENT.
  - e. GROUND FAULT PICKUP CURRENT AND TIME DELAY.
- C. VERIFY TRIP UNIT RESET CHARACTERISTICS.
- D. ACTIVATE AUXILIARY PROTECTIVE DEVICES, SUCH AS GROUND FAULT AND UNDER VOLTAGE RELAYS, TO INSURE OPERATION OF SHUNT TRIP DEVICES.
- E. WHERE CHARGING MOTORS ARE USED, ELECTRICALLY OPERATE CIRCUIT BREAKER TO VERIFY PERFORMANCE OF LIMIT SWITCHES.
25. MOLDED CASE CIRCUIT BREAKERS (600 VOLTS AND LESS) - FIELD TESTING
  - A. THE TESTING LAB SHALL CHECK EACH CIRCUIT BREAKER FOR PROPER MOUNTING, CONDUCTOR SIZE AND FEEDER DESIGNATION.
  - B. OPERATE CIRCUIT BREAKER TO INSURE SMOOTH OPERATION.
  - C. OPEN UNSEALED BREAKERS AND CHECK INTERNAL COMPONENTS FOR TIGHTNESS, WHEN APPLICABLE.
26. THE TESTING LAB SHALL MEASURE CONTACT RESISTANCE IN MICRO-OHMS FOR SYSTEMS WITH FULL LOAD AMPERE RATINGS LARGER THAN 400 AMPERES. INVESTIGATE DEVIATIONS GREATER THAN 50%, AS COMPARED TO ADJACENT POLES AND SIMILAR BREAKERS.
27. AUTOMATIC TRANSFER SWITCH
  - A. SET THE TIMERS AND TEST THE START GENERATOR FUNCTION.
  - B. OPEN THE CIRCUIT BREAKER IN THE MAIN SWITCHBOARD SERVING THE ATS AND VERIFY PROPER STARTING AND LOAD TRANSFER OF THE ATS.
28. GROUNDING SYSTEMS - FIELD TESTING
  29. ALL WORK SHALL BE PERFORMED BY THE TESTING LABORATORY.
    - A. PERFORM GROUND CONTINUITY TESTS BETWEEN MAIN GROUND SYSTEM AND EQUIPMENT FRAMES, AND BETWEEN MAIN GROUND SYSTEM AND SYSTEM NEUTRAL AND/OR DERIVED NEUTRAL POINTS. MAKE TEST BY PASSING A MINIMUM 10-AMP DC CURRENT BETWEEN THE GROUND REFERENCE SYSTEM AND THE GROUND POINT TO BE TESTED. MEASURE VOLTAGE DROP AND CALCULATE RESISTANCE BY VOLTAGE DROP METHOD.
    - B. SUBMIT IN A LETTER INDICATING THE OHMIC RESISTANCE OF THE SERVICE GROUNDS AND A STATEMENT THAT THE GROUNDING SYSTEM IS FREE OF ALL DEFECTS, STRAY CURRENTS, SHORTS, ETC.
  - C. PERFORM FALL OF POTENTIAL TESTS ON THE MAIN GROUND ELECTRODE SYSTEM. THE MAIN GROUND ELECTRODE SYSTEM RESISTANCE-TO-GROUND SHALL BE NO GREATER THAN ONE (1) OHM.
  - D. RECORD FINAL TEST RESULTS.

END OF SECTION

SECTION 262726 WIRING DEVICES

1. ACCEPTABLE MANUFACTURERS
  - A. PASS & SEYMOUR
  - B. HUBBELL
  - C. LEVITON
  - D. COOPER
  - E. APPROVED EQUAL
2. EXISTING OUTLETS AND SWITCHES.
  - A. REPLACE ALL OUTLETS AND SWITCHES TO MATCH NEW.
  - B. IN INCIDENCES WHERE EXISTING SWITCHES AND OUTLETS DO NOT MEET CURRENT BUILDING CODES AND ADS HEIGHTS, RAISE OR LOWER ACCORDINGLY. ALL EXISTING AND NEW SHALL BE AT THE SAME HEIGHT.
3. RECEPTACLES
  - A. GENERAL
    - a. RECEPTACLES SHALL BE STANDARD STYLE. THEY SHALL BE CONSTRUCTED OF HIGH-IMPACT RESISTANT THERMOPLASTIC MATERIAL WITH A NYLON FACE AND THERMOPLASTIC BACK BODY. UNLESS NOTED OTHERWISE, THEY SHALL BE 2-POLE, 3-WIRE WITH A GREEN EQUIPMENT GROUND SCREW OR AN AUTOMATIC GROUNDING SYSTEM ATTACHED TO THE STRAP.
    - b. RECEPTACLE COLOR SHALL BE WHITE UNLESS NOTED OTHERWISE. RECEPTACLES SERVED FROM EMERGENCY POWER PANEL SHALL BE RED.
  - B. SPECIFICATION GRADE
    - a. SPECIFICATION GRADE RECEPTACLES SHALL BE STANDARD STYLE. THE FACE SHALL BE CONSTRUCTED OF A NYLON. THE CONTACTS SHALL BE A TRIPLE WIPE, T-SLOT, ONE-PIECE COPPER ALLOY DESIGN. THE DEVICE SHALL HAVE A GREEN GROUND SCREW OR AN AUTOMATIC GROUNDING SYSTEM ATTACHED TO THE STRAP. THE DEVICE SHALL BE 20-AMPERE, 125-VOLTS, NEMA CONFIGURATION 5-20R, BACK AND SIDE WIRED.
  - C. SPECIAL PURPOSE RECEPTACLES SHALL BE OF THE SPECIFIC NEMA CONFIGURATION INDICATED ON THE DRAWINGS OR AS REQUIRED FOR THE PURPOSE.
    - D. GROUND FAULT CIRCUIT INTERRUPTER (GFCI)
      - a. GFCI RECEPTACLES SHALL BE A FEED-THROUGH TYPE WIRED FOR SINGLE RECEPTACLE PROTECTION THUS NOT AFFECTING RECEPTACLES DOWNSTREAM ON THE SAME CIRCUIT. THEY SHALL BE UL RATED CLASS 1 WITH 5-MILLIAMPERE GROUND FAULT TRIP LEVEL AND A 20-AMPERE FEED-THROUGH RATING. GFCI RECEPTACLES SHALL BE NEMA CONFIGURATION 5-20R.
  - E. ISOLATED GROUND (IG)
    - a. ISOLATED GROUND RECEPTACLES SHALL BE STANDARD STYLE. THE CONTACTS SHALL BE A TRIPLE WIPE, T-SLOT, ONE-PIECE COPPER ALLOY DESIGN. THE GROUND CONTACTS SHALL BE ISOLATED FROM THE MOUNTING STRAP AND CONDUIT SYSTEM. THE DEVICE SHALL HAVE A GREEN GROUND SCREW THAT TOTALLY ISOLATES THE GROUNDING CONTACTS, AND IT SHALL REQUIRE THAT THE INSULATED GROUND CONDUCTOR RUN UNINTERRUPTED TO THE NEUTRAL AT THE SERVICE ENTRANCE. THE DEVICE SHALL ALSO HAVE AN AUTOMATIC GROUNDING SYSTEM AND CENTER RIVET ATTACHED TO THE MOUNTING STRAP ALLOWING THE USE OF A METAL WALL PLATE. THE DEVICE SHALL CARRY AN IDENTIFYING LABEL IN A TRIANGLE ON THE FACE TO SIGNIFY ISOLATED GROUND. THE DEVICE SHALL BE 20-AMPERE, 125-VOLTS, NEMA CONFIGURATION 5-20R, BACK AND SIDE-WIRED, ORANGE.
- F. TAMPER RESISTANT
  - a. HOSPITAL GRADE, TAMPER RESISTANT RECEPTACLE BACK AND SIDE WIRED, NYLON FACE, POLYCARBONATE HOUSING.
4. SWITCHES
  - A. GENERAL
    - a. SWITCHES SHALL BE TOGGLE STYLE SPECIFICATION GRADE. THE BODY OF THE SWITCH SHALL BE MADE OF AN ARC-RESISTANT THERMOSET MATERIAL. ALL TOGGLE SWITCH HANDLES SHALL BE CONSTRUCTED OF A THERMOPLASTIC MATERIAL. ALL ROCKER SWITCH HANDLES SHALL BE CONSTRUCTED OF A THERMOSET MATERIAL. ALL WALL SWITCHES SHALL BE OF THE QUIET AC TYPE.
    - b. SWITCHES SHALL BE SPST, DPST, 3-WAY OR 4-WAY AS INDICATED ON THE DRAWINGS. SWITCH COLOR SHALL BE WHITE UNLESS NOTED OTHERWISE.
  - B. SPECIFICATION GRADE
    - a. SPECIFICATION GRADE SWITCHES SHALL BE TOGGLE TYPE. THE CONTACT ARMS SHALL BE MADE OF ONE-PIECE COPPER ALLOY MATERIAL. THE SWITCH SHALL INCLUDE A GREEN GROUND SCREW ATTACHED TO THE MOUNTING STRAP. THE SWITCH SHALL BE 20-AMPERE, 120/277-VOLTS AC, HORSEPOWER RATED, BACK AND SIDE-WIRED.
  - C. PILOT LIGHTED
    - a. PILOT LIGHTED SWITCHES SHALL BE TOGGLE TYPE. THE TOGGLE SHALL BE RED, GREEN OR CLEAR AS INDICATED ON THE DRAWINGS. THE TOGGLE SHALL ILLUMINATE WHEN THE SWITCH IS IN THE ON POSITION. THE DEVICE SHALL BE 20-AMPERE, 120/277-VOLTS AC, BACK AND SIDE-WIRED.

- D. LIGHTED
  - a. LIGHTED SWITCHES SHALL BE TOGGLE TYPE. THE SWITCH SHALL GLOW WHEN THE SWITCH IS IN THE OFF POSITION. THE DEVICE SHALL BE A 20-AMPERE, 120/277-VOLTS AC, BACK AND SIDE-WIRED.
- E. LOCKING
  - a. LOCKING SWITCHES SHALL BE 20-AMPERE, 120/277-VOLTS AC, BACK AND SIDE-WIRED, GRAY. THE SWITCH SHALL BE FURNISHED WITH MINIMUM TWO (2) KEYS.
- F. SECURITY
  - a. SECURITY SWITCHES SHALL BE OPERATED BY CAM LOCK FOR MAXIMUM SECURITY IN CRITICAL AREAS. THE DEVICE SHALL BE 20-AMPERE, 120/277-VOLTS AC, BACK AND SIDE-WIRED. THE SWITCH SHALL BE FURNISHED WITH MINIMUM TWO (2) KEYS.
5. WALL PLATES
  - A. WALL PLATES SHALL BE PROVIDED FOR ALL SWITCHES, RECEPTACLES, BLANKS, TELEPHONE AND SPECIAL PURPOSE OUTLETS. THE WALL PLATES SHALL BE OF SUITABLE CONFIGURATION FOR THE DEVICE FOR WHICH IT IS TO COVER WITH COLOR MATCHED MOUNTING SCREWS. COLOR OF THE WALL PLATES SHALL MATCH THE DEVICE, UNLESS NOTED OTHERWISE.
6. INSTALLATION
  - A. WEATHERPROOF: WIRING DEVICES IN WET AND DAMP LOCATIONS SHALL BE INSTALLED WITH A HINGED METAL OUTLET COVER/ENCLOSURE CLEARLY MARKED "SUITABLE FOR WET LOCATIONS WHILE IN USE" AND "UL LISTED". THERE SHALL BE A GASKET BETWEEN THE COVER/ENCLOSURE AND THE MOUNTING SURFACE, AND BETWEEN THE HINGED COVER AND MOUNTING PLATEBASE TO ASSURE PROPER SEAL. THE COVER/ENCLOSURE SHALL EMPLOY STAINLESS STEEL MOUNTING HARDWARE AND BE CONSTRUCTED OF IMPACT RESISTANT POLYCARBONATE. THE COVER/ENCLOSURE SHALL BE SPECIFICATION GRADE AS MANUFACTURED BY PASS AND SEYMOUR OR EQUAL.
  - B. EACH WIRING DEVICE SHALL BE MOUNTED IN A METALLIC OUTLET BOX. IN GENERAL, DEVICES IN FINISHED SPACES SHALL BE FLUSH MOUNTED AND DEVICES IN UNFINISHED SPACES, I.E. MECHANICAL AND ELECTRICAL EQUIPMENT ROOMS SHALL BE SURFACE MOUNTED. VERIFY THE REQUIREMENTS OF ALL SPACES WITH THE ARCHITECT.
  - C. WALL PLATES
    - a. EACH DEVICE SHALL HAVE A COVER PLATE APPROPRIATE AND SIZED FOR THE APPLICATION.
    - b. COVER PLATES SHALL BE INSTALLED TRUE AND PLUMB WITH BUILDING LINES, MORTAR JOINTS AND ARCHITECTURAL FEATURES.
    - c. ADJACENT DEVICES SHALL BE MOUNTED UNDER A COMMON COVER PLATE SUITABLE FOR THE APPLICATION.
  - D. MOUNT RECEPTACLES AND SPECIAL SYSTEMS OUTLETS ABOVE FINISH FLOOR TO THE DEVICE CENTERLINE, UNLESS NOTED OR REQUIRED OTHERWISE.
  - E. PLACE CONDUCTOR UNDER WIRING DEVICE SCREW TERMINALS AND DRAW UP SNUGLY.
  - F. MOUNT SWITCHES ABOVE FINISH FLOOR TO THE DEVICE CENTERLINE AND 6" FROM A DOOR STRIKE UNLESS NOTED OR REQUIRED OTHERWISE.
  - G. GROUNDING CONTINUITY SHALL BE MAINTAINED BETWEEN DEVICES AND METALLIC RACEWAY SYSTEM IN ADDITION TO THE GREEN EQUIPMENT GROUNDING CONDUCTOR RUN WITH CIRCUIT CONDUCTORS. CARE SHALL BE TAKEN WHEN INSTALLING RECEPTACLES HAVING AN ISOLATED GROUND POLE SO AS TO NOT BOND THE EQUIPMENT GROUND CONDUCTOR TO THE CONDUIT SYSTEM.
  - H. WIRE EACH RECEPTACLE USING CORRECT POLARITY (I.E., NEUTRAL TO NEUTRAL TERMINAL, ETC.).
  - I. MOUNT RECEPTACLES THROUGHOUT THE PROJECT WITH GROUND POLE AT THE TOP OF THE CONFIGURATION WHEN MOUNTED VERTICALLY, ON THE RIGHT WHEN HORIZONTALLY MOUNTED.
  - J. ALL EXTERIOR WIRING DEVICES SHALL BE PROVIDED WITH A WEATHERPROOF COVER/ENCLOSURE. EXTERIOR RECEPTACLES SHALL BE GFCI TYPE.
  - K. DERATE DIMMER CAPACITY AS REQUIRED BY THE MANUFACTURER.
  - L. RUN SEPARATE NEUTRAL WIRE FOR EACH PHASE OF A THREE PHASE SYSTEM WHEN DIMMERS ARE INSTALLED ON MULTIPLE PHASES AND FOR EACH DIMMER WHEN MULTIPLE DIMMERS ARE INSTALLED ON THE SAME PHASE.

SPECIFICATIONS - ELECTRICAL

ES1.2

COLLIN COUNTY JUSTICE CENTER  
EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT  
4300 COMMUNITY AVENUE  
MCKINNEY, TEXAS 75071

SHEET NO. 14

OF 16 SHEETS

FILE NO. 122010

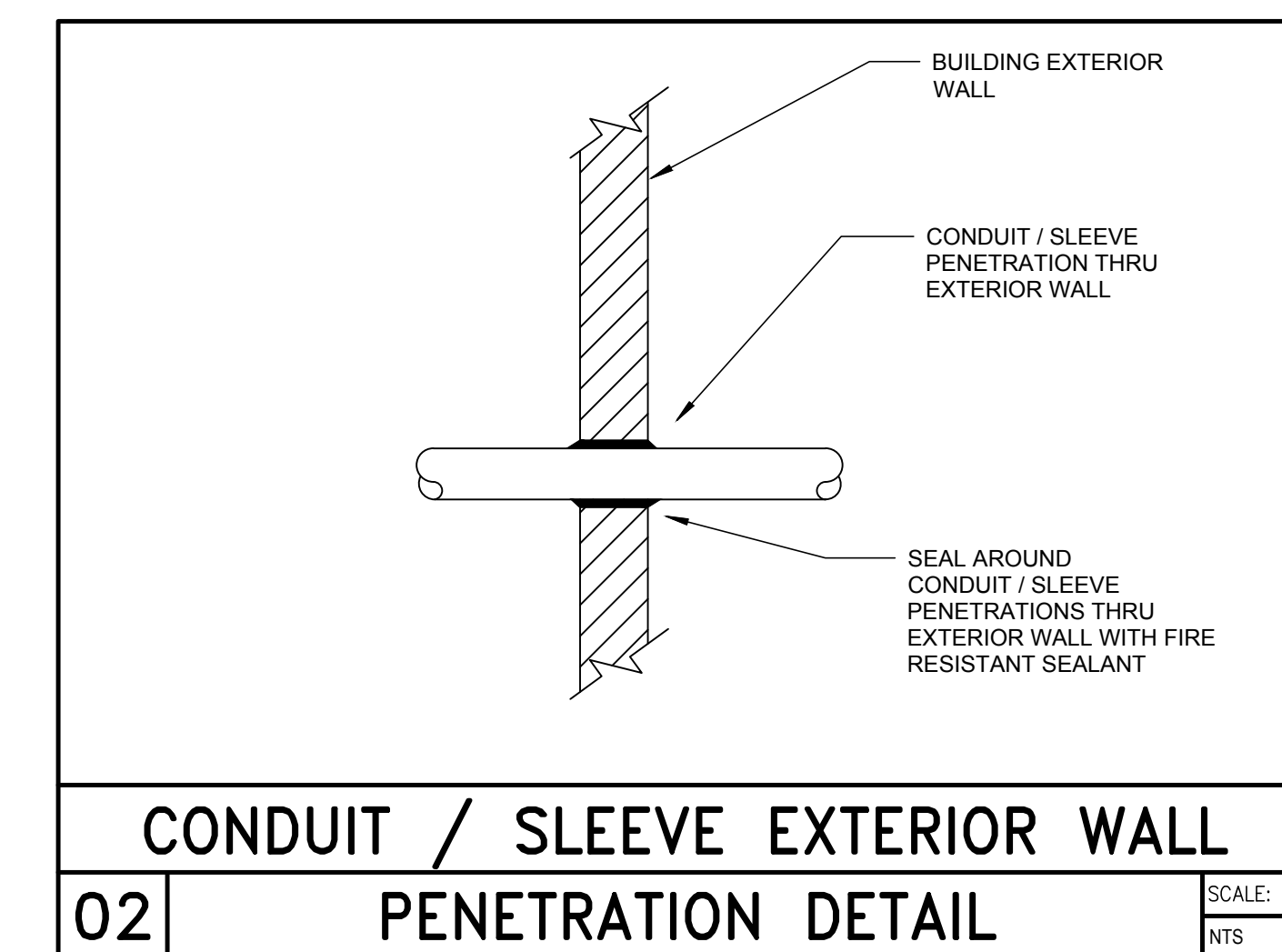
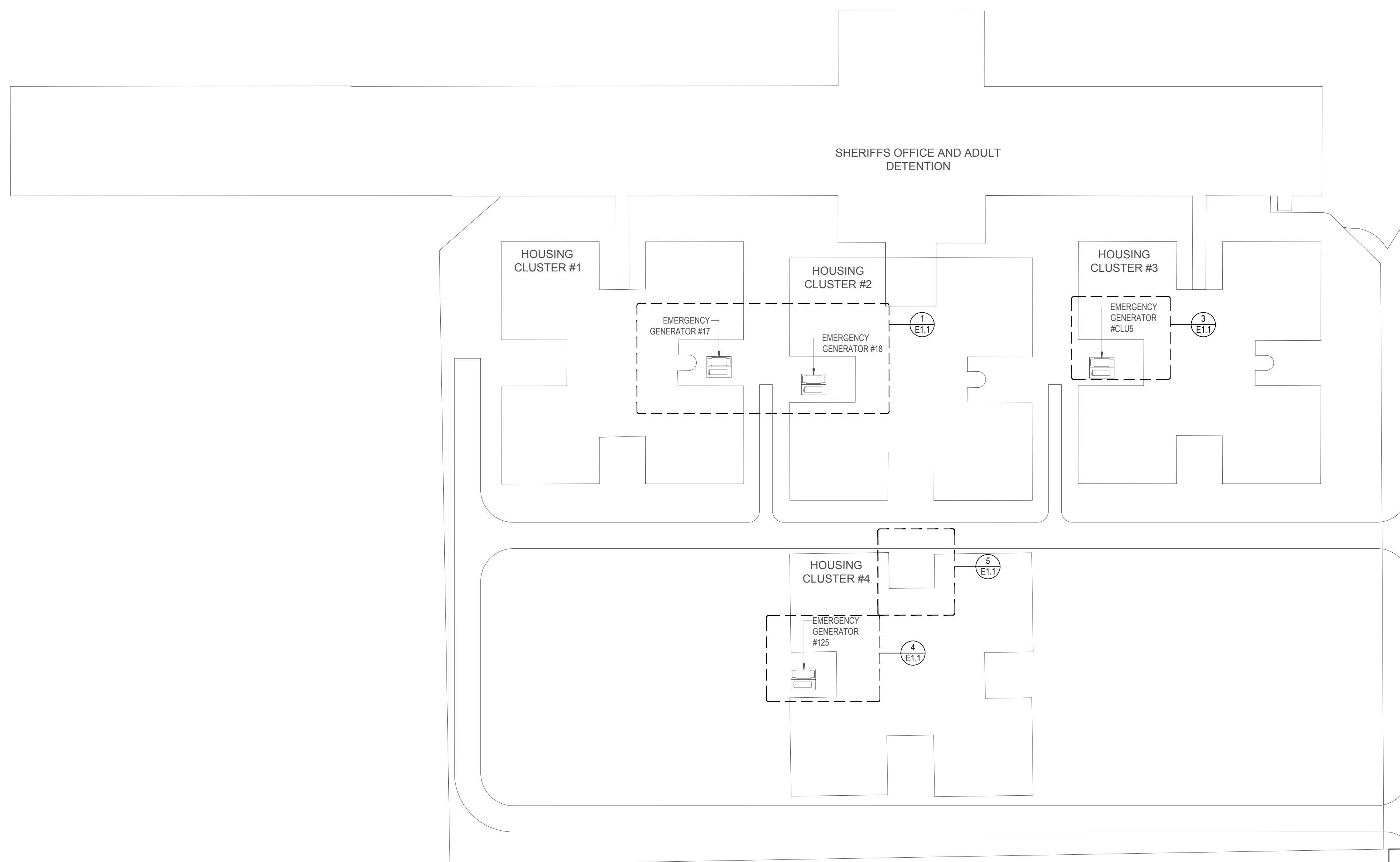
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| DESIGNED BY | MD ENGINEERING |
| DRAWN BY    | CAD            |
| CHECKED BY  | RJ             |
| REVIEWED BY | RJ             |
| DATE        | 10-21-2022     |

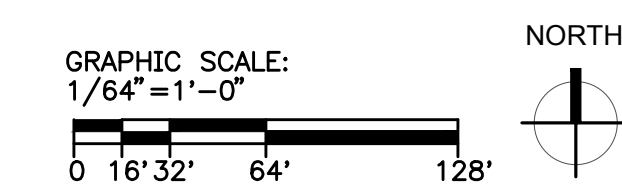
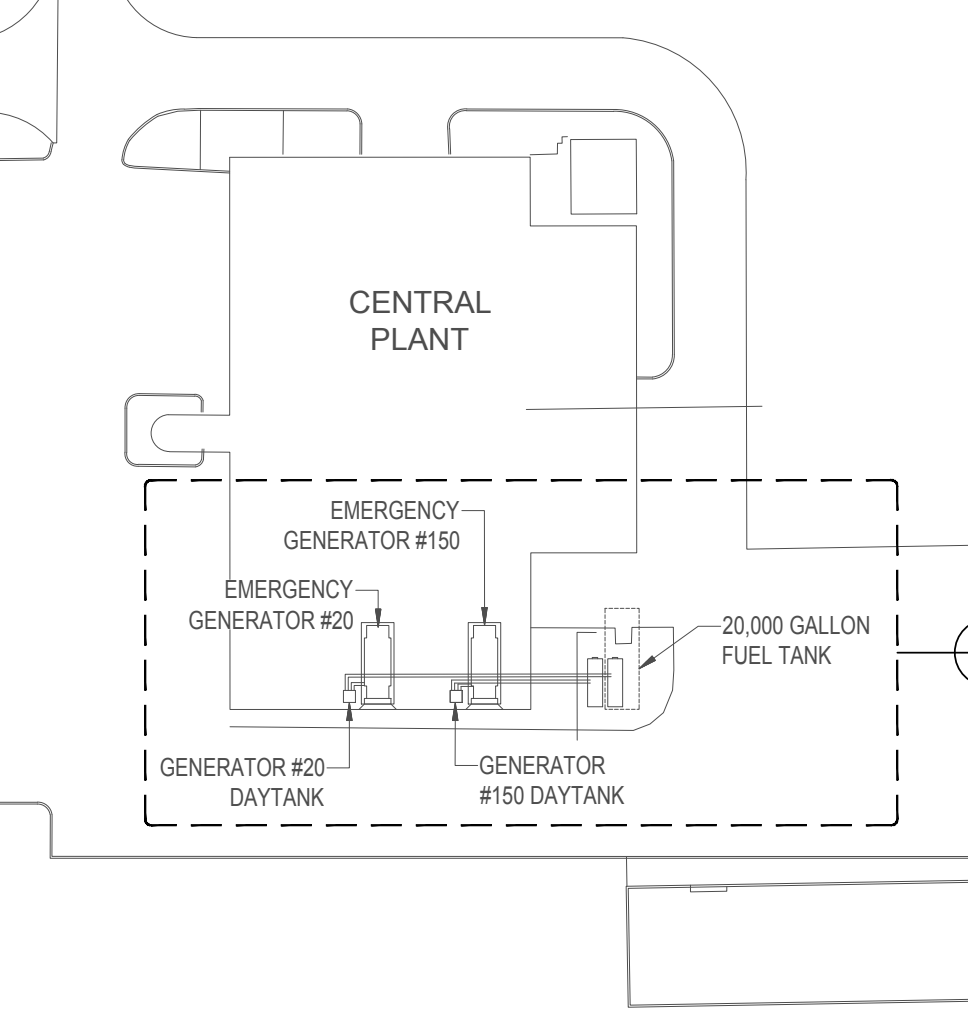


### GENERAL NOTES

- A. REFER TO DRAWING E0.0 FOR ELECTRICAL LEGEND, ABBREVIATIONS AND GENERAL NOTES - ELECTRICAL
- B. ELECTRICAL CONTRACTOR SHALL VERIFY WITH CONSTRUCTION MANAGER, THAT A SURVEY HAS BEEN CONDUCTED AND ALL UNDERGROUND UTILITIES HAVE BEEN IDENTIFIED.
- C. UTILITIES SHOWN ON THESE DRAWINGS ARE FOR REFERENCE ONLY. ELECTRICAL CONTRACTOR SHALL COORDINATE EXACT LOCATION OF ALL EXISTING UTILITIES AND ROUTING OF ALL NEW UNDERGROUND UTILITIES WITH RESPECTIVE TRADES (PLUMBING, CIVIL, ETC.), PRIOR TO DIGGING. MINIMIZE DIGGING BY SHARING TRENCHES WHENEVER POSSIBLE.
- D. COORDINATE ANY DEMOLITION, TEMPORARY, AND PERMANENT (ELECTRICAL AND TELEPHONE) SERVICES TO THE SITE, WITH THE RESPECTIVE LOCAL UTILITY COMPANY REPRESENTATIVES PRIOR TO COMMENCEMENT OF WORK. ALL ASSOCIATED COST/FEE'S BY THE UTILITY COMPANY SHALL BE INCLUDED IN THE BID PRICE.
- E. COORDINATE SERVICE SHUT-DOWNS WITH ALL TRADES INVOLVED ON SITE AND OBTAIN WRITTEN AUTHORIZATION FROM OWNER 72 HOURS PRIOR TO ANY ELECTRICAL AND/OR TELEPHONE SHUT-DOWN.
- F. AT COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL DE-ENERGIZED CONDUCTORS FROM SITE.
- G. ALL EXTERIOR SPARE CONDUITS SHALL INCLUDE PULL STRINGS AND SHALL BE TERMINATED WITH A CAP.
- H. PROVIDE LOCATOR WIRE AND WARNING TAPE FOR ALL UNDERGROUND CONDUITS AND FEEDERS.



**01 SITE PLAN - ELECTRICAL**  
SCALE: 1/64"=1'-0"



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| DESIGNED BY | MD ENGINEERING |          |    |
| DRAWN BY    | CAD            |          |    |
| CHECKED BY  | RJ             |          |    |
| REVIEWED BY | RJ             |          |    |
| DATE        | 10-21-2022     |          |    |
| NO          | DATE           | REVISION | BY |



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Project Number: 221.449

SITE PLAN - ELECTRICAL  
**E1.0**

COLLIN COUNTY JUSTICE CENTER  
EMERGENCY GENERATOR FUELING SYSTEM REPLACEMENT  
4300 COMMUNITY AVENUE  
MCKINNEY, TEXAS 75071

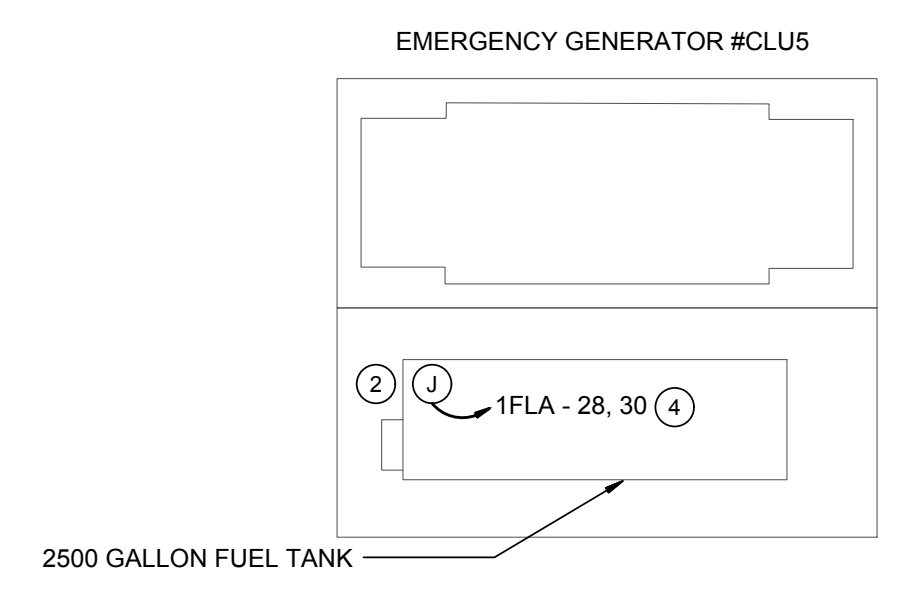
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### GENERAL NOTES

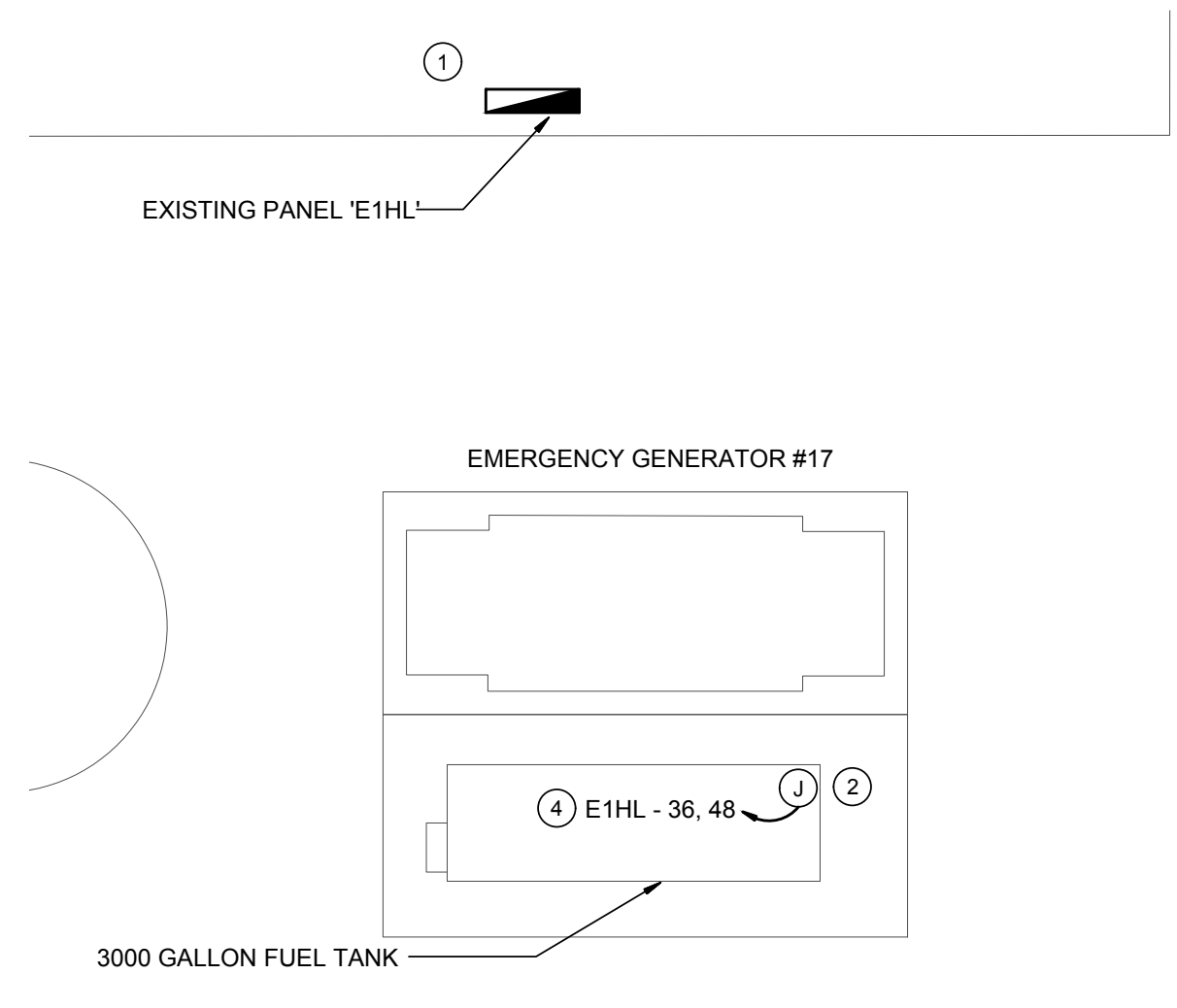
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- F. AT COMPLETION OF THE PROJECT, THE CONTRACTOR SHALL REMOVE ALL DE-ENERGIZED CONDUCTORS FROM SITE.
- G. ALL EXTERIOR SPARE CONDUITS SHALL INCLUDE PULL STRINGS AND SHALL BE TERMINATED WITH A CAP.
- H. PROVIDE LOCATOR WIRE AND WARNING TAPE FOR ALL UNDERGROUND CONDUITS AND FEEDERS.

### NOTES BY SYMBOL "O"

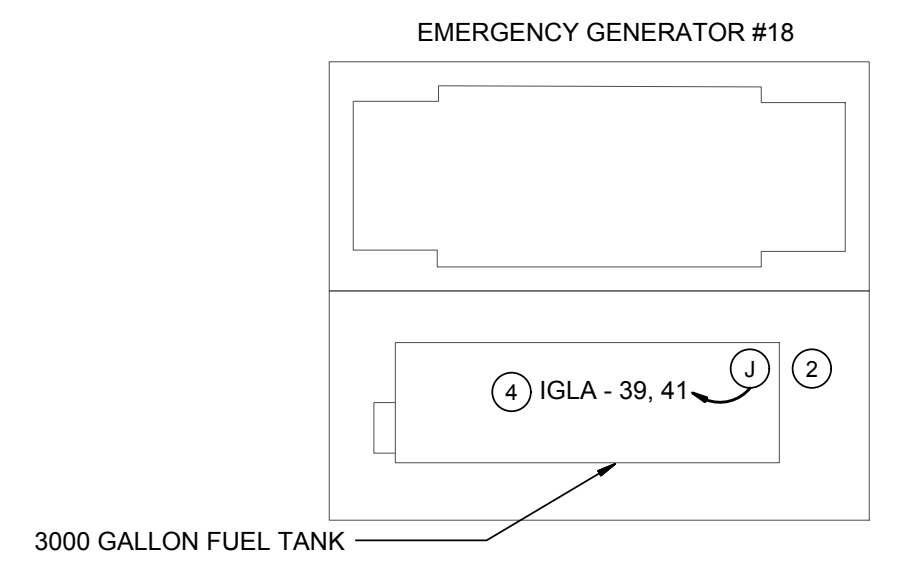
- 1. APPROXIMATE LOCATION OF PANEL PROVIDING POWER TO SIMPLEX PUMP FOR THE FUEL STORAGE IN AREA INDICATED.
- 2. CONDUIT SHALL BE UNDERGROUND AFTER IT EXITS THE BUILDING. CONDUIT SHALL EXIT THE BUILDING AS LOW AS POSSIBLE AND SHALL RUN DOWN THE EXTERIOR WALL TIGHT TO THE BUILDING. ALL PENETRATION SHALL BE SEALED PER DETAIL E1.0/02.
- 3. CONTRACTOR SHALL COORDINATE EXACT LOCATION AND REQUIREMENTS WITH MANUFACTURER AND OWNER PRIOR TO ROUGH-IN.
- 4. CONTRACTOR SHALL CONNECT TO AVAILABLE SPARE 20A/1P CIRCUIT BREAKER WITHIN PANEL INDICATED. IF SPARE INDICATED IS NOT AVAILABLE, USE NEXT AVAILABLE SPARE. IF NO SPARE IS AVAILABLE, THEN PROVIDE A 20A/1P CIRCUIT BREAKER IN AVAILABLE SPACE.



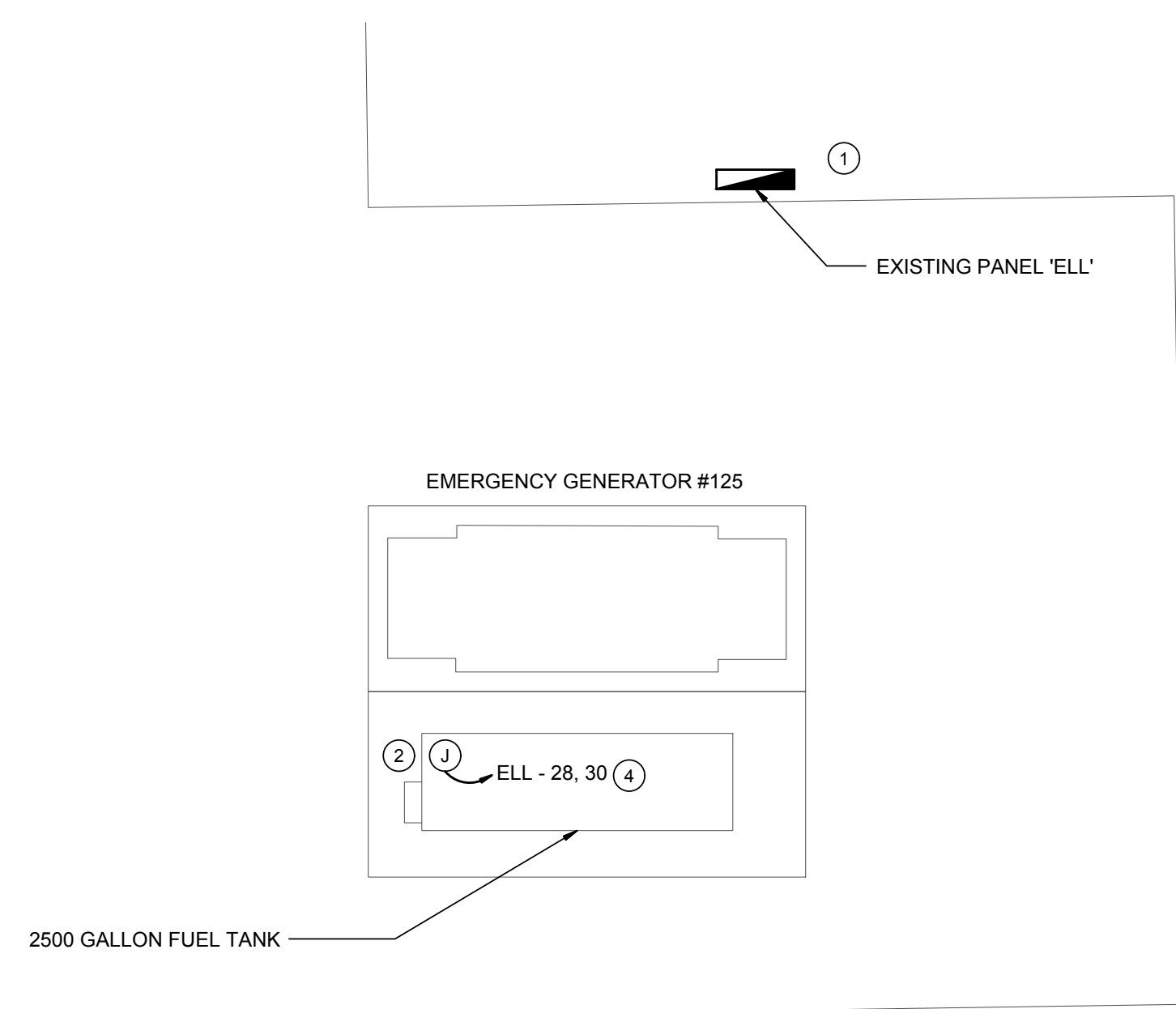
**03 EMERGENCY GENERATORS #CLU5**  
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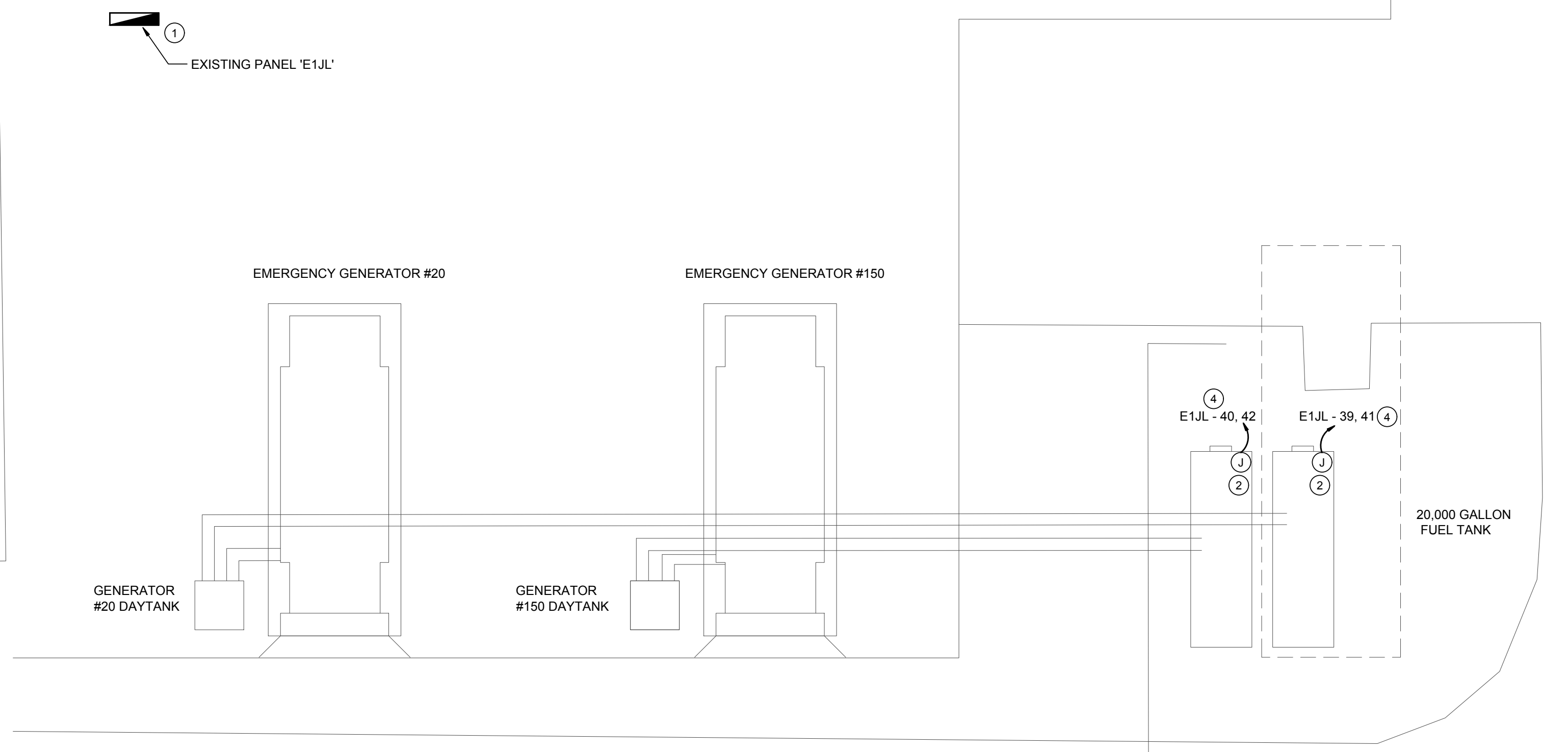
**01 EMERGENCY GENERATORS #17 AND #18**  
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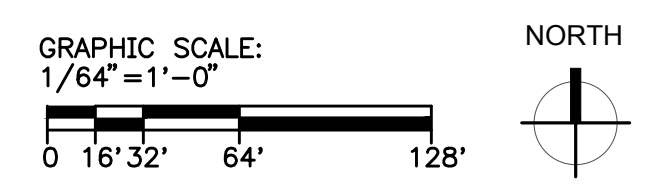
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**04 EMERGENCY GENERATORS #125**  
SCALE: 1/8"=1'-0"



**02 EMERGENCY GENERATORS #20 AND #150**  
SCALE: 1/8"=1'-0"



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| DESIGNED BY | MD ENGINEERING |          |    |
| DRAWN BY    | CAD            |          |    |
| CHECKED BY  | RJ             |          |    |
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ENLARGED SITE PLAN - ELECTRICAL  
**E1.1**  
COLLIN COUNTY JUSTICE CENTER  
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MCKINNEY, TEXAS 75071

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