



COLLIN COUNTY

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

COLLIN COUNTY, TEXAS

ADDENDUM NO. SEVEN (7)

CSP NO. 2023-398

COMPETITIVE SEALED PROPOSAL

FOR

CONSTRUCTION: CCADF INFIRMARY EXPANSION

DATE: December 11, 2023

NOTICE TO ALL PROSPECTIVE OFFERORS:

PLEASE MAKE THE FOLLOWING CHANGES TO THE COMPETITIVE SEALED PROPOSAL:

REVISE § 00 41 00 BID FORM:

ADD ATTRIBUTE NO. 31: ADDENDUM NO. 7 ACKNOWLEDGEMENT

ADD DOCUMENTS:

SUBSTITUTION REQUEST; AIR DEVICES [APPROVED]
SUBSTITUTION REQUEST; BOILER FLUE [APPROVED]
SUBSTITUTION REQUEST; CABLE DAMPERS [APPROVED]
SUBSTITUTION REQUEST; EXT. DUCTWORK [REJECTED]
SUBSTITUTION REQUEST; GAS DETECTION [APPROVED]
SUBSTITUTION REQUEST; LIFE SAFETY DAMPERS [APPROVED]
SUBSTITUTION REQUEST; LOUVERS [APPROVED]
SUBSTITUTION REQUEST; MAN BARS [APPROVED]
SUBSTITUTION REQUEST; CENTRIA / NUCOR IMP [APPROVED]

CORRECT DOCUMENT TITLE:

FROM: SUBSTITUTION REQUEST; BOSCH BOILERS [APPROVED]

TO: SUBSTITUTION REQUEST; BOSCH BOILERS [REJECTED]

ADD QUESTION: [MANUAL ENTRY, REC'D ONLINE ON 11/15/23] Is the intention for the Cavity Drainage Material to get installed the full height behind the brick veneer (per specification) or just down at the flashing level (per Drawings)?

ADD ANSWER: The specifications will prevail, as the masons may not keep the cavity clear of mortar.

DELETE DOCUMENT:
ONLINE PUBLIC QUESTION & ANSWER RECORD [Addendum No. 6]

REPLACE WITH:
ONLINE PUBLIC QUESTION & ANSWER RECORD [Addendum No. 7]

REVISE DIVISION 00: 00 21 16 INSTRUCTIONS TO OFFERORS, PART 1.8 SUBSTITUTIONS, B:

FROM: No substitution will be considered unless written request has been submitted to the Engineer for approval at least seven (7) consecutive calendar days prior to the date for receipt of proposals.

TO: No substitution will be considered unless written request has been submitted to the Engineer for approval at least **fourteen (14)** consecutive calendar days prior to the date for receipt of proposals.

EXTEND CLOSING DATE & TIME:

FROM: 12/14/2023 at 2:00 PM (CT)

TO: 12/21/2023 at 2:00 PM (CT)

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

SINCERELY,
MICHELLE CHARNOSKI, NIGP-CPP, CPPB
PURCHASING AGENT

/HA



Collin County Purchasing

2023-398 Addendum 7

CCADF Medical Mental Health Expansion

Issue Date: 10/10/2023

Questions Deadline: 11/16/2023 05:00 PM (CT)

Response Deadline: 12/21/2023 02:00 PM (CT)

Collin County Purchasing

Contact Information

Contact: Hunter Alley, CPPB Senior Buyer

Address: Purchasing

Admin. Building

Ste. 3160

2300 Bloomdale Rd.

Ste. 3160

McKinney, TX 75071

Phone: (972) 548-4117

Fax: (972) 548-4694

Email: halley@co.collin.tx.us

Event Information

Number: 2023-398 Addendum 7
 Title: CCADF Medical Mental Health Expansion
 Type: Competitive Sealed Proposal
 Issue Date: 10/10/2023
 Question Deadline: 11/16/2023 05:00 PM (CT)
 Response Deadline: 12/21/2023 02:00 PM (CT)
 Notes: Expansion project to the Collin County Adult Detention Facility (CCADF) to increase medical / mental health housing. The scope includes a two-story addition to the existing facility and a partial renovation of the current infirmary area. The project will provide additional medical isolation beds, flexible medical orientation beds, acute beds, high acute beds, and subacute beds.

The project is staged in three phases, this is to keep the existing vehicle sally port in operation until the Phase 1 vehicle sallyport is complete and operational.

Ship To Information

Address: See Purchase Order
 McKinney, TX 75071

Billing Information

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

Bid Activities**Mandatory Pre-Bid Meeting & Site-walk (Wednesday)**

11/1/2023 10:00:00 AM (CT)

MANDATORY PRE-BID MEETING & SITE-WALK: The Mandatory Pre-Bid Meeting & Site-walk will be conducted by Collin County on Wednesday, November 1, 2023 at 10:00 a.m. and Thursday, November 2, 2023 at 2:30 p.m. at the Collin County Commissioners Courtroom, located at 2300 Bloomdale Road. McKinney, TX 75071. It is the Vendor's responsibility to review the site and documents to gain a full understanding of the requirements of the solicitation. All Vendors desiring to submit a bid are encouraged to have a representative at the activity. Note: Attendance at only one (1) of the two (2) Prebid Meetings & Site-walk is required.

Mandatory Pre-Bid Meeting & Site-walk (Thursday)

11/2/2023 2:30:00 PM (CT)

MANDATORY PRE-BID MEETING & SITE-WALK: The Mandatory Pre-Bid Meeting & Site-walk will be conducted by Collin County on Wednesday, November 1, 2023 at 10:00 a.m. and Thursday, November 2, 2023 at 2:30 p.m. at the Collin County Commissioners Courtroom, located at 2300 Bloomdale Road. McKinney, TX 75071. It is the Vendor's responsibility to review the site and documents to gain a full understanding of the requirements of the solicitation. All Vendors desiring to submit a bid are encouraged to have a representative at the activity. Note: Attendance at only one (1) of the two (2) Prebid Meetings & Site-walk is required.

Bid Attachments**LEGAL_NOTICE.docx**

Legal Notice

[Download](#)**Project Manual Div 00.pdf**

Project Manual

[View Online](#)

Instructions to Access Confidential Information Bid Form [AD 7]

Instructions to Access Confidential Information

[View Online](#)

Confidentiality Agreement--2.docx

Confidentiality Agreement

[View Online](#)

01_2022-188_Addendum_No._1.doc

Addendum No. 1

[View Online](#)

00 41 00 BID FORM COM AD1.pdf

00 41 00 Bid Form [AD 1]

[View Online](#)

01_2023-398_Addendum_No._2.doc

Addendum No. 2

[View Online](#)

00 41 00 BID FORM AD2.pdf

00 41 00 Bid Form [AD 2]

[View Online](#)

00 21 16 Instruction to Offerors CSP_AD2.doc

00 21 16 Instructions to Offerors [AD 2]

[View Online](#)

01_2023-398_Addendum_No._3.doc

Addendum No. 3

[View Online](#)

00 41 00 Bid Form AD3 Combined.pdf

00 41 00 Bid Form [AD 3]

[View Online](#)

00 43 25 Product Substitution Request Form.docx

00 43 25 Product Substitution Request Form [AD 3]

[View Online](#)

01_2023-398_Addendum_No._4.doc

Addendum No. 4

[View Online](#)

00 41 00 BID FORM AD4 COMBO.pdf

00 41 00 BID FORM [AD 4]

[View Online](#)

SKM_450i23110814100.pdf

Pre-proposal Conference Attendance Record [AD 4]

[View Online](#)

Spectra Glaze Sub Request 11.13.23_BSW.pdf

SUBSTITUTION REQUEST; "SPECTRA-GLAZE II" [APPROVED]

[View Online](#)

00 43 25 Product Substitution Request Form Reject.pdf

SUBSTITUTION REQUEST; "ATLAS INDUSTRIAL HORIZONTAL LOUVERS" [REJECTED]

[View Online](#)

01_2023-398_Addendum_No._5.doc

Addendum No. 5

[View Online](#)

00 41 00 BID FORM AD5.pdf

00 41 00 BID FORM [AD 5]

[View Online](#)

Substitution Request Form Aerovent.pdf

SUBSTITUTION REQUEST; AEROVENT POWER VENTILATORS [APPROVED]

[View Online](#)

Substitution Request Form Anemostat Louvers Dampers.pdf

SUBSTITUTION REQUEST; ANEMOSTAT LOUVERS & DAMPERS [APPROVED]

[View Online](#)

Substitution Request Form Anemostat.pdf

SUBSTITUTION REQUEST; ANEMOSTAT DIFFUSERS REGISTERS GRILLS [APPROVED]

[View Online](#)

Substitution Request Form Mafna Multizone AHU.pdf

SUBSTITUTION REQUEST; MAFNA MULTI-ZONE AHU [REJECTED]

[View Online](#)

01_2023-398_Addendum_No._6.doc 41 00 BID FORM [AD 7]

Addendum No. 6

[View Online](#)

00 41 00 BID FORM AD6_combp.pdf

00 41 00 BID FORM [AD 6]

[View Online](#)

SUB REQ_CML.pdf

SUBSTITUTION REQUEST; CML [APPROVED]

[View Online](#)

Substitution Request Form Samsung VRF AC.pdf

SUBSTITUTION REQUEST; SAMSUNG VRF AC [APPROVED]

[View Online](#)

Substitution Request Form Bosch Boilers.pdf

SUBSTITUTION REQUEST; BOSCH BOILERS [REJECTED]

[View Online](#)

Substitution Request Form Climate Craft Multizone AHU.pdf

SUBSTITUTION REQUEST; CLIMATE CRAFT MULTI-ZONE AHU [APPROVED]

[View Online](#)

20231206 Substitution Request Form Arch Louvers roof screens.pdf

SUBSTITUTION REQUEST; ARCHITECTURAL LOUVERS [REJECTED]

[View Online](#)

ENWJ Series Submittal Package.pdf

SUBSTITUTION REQUEST; ERIE METAL ENWJ-SERIES [APPROVED]

[View Online](#)

EWJ-Series Submittal Package.pdf

SUBSTITUTION REQUEST; ERIE METAL EWJ-SERIES [APPROVED]

[View Online](#)

ALCP Series Submittal Package.pdf

SUBSTITUTION REQUEST; ERIE METAL ALCP-SERIES [APPROVED]

[View Online](#)

BS25 Series Submittal Package.pdf

SUBSTITUTION REQUEST; ERIE METAL BS25-SERIES [APPROVED]

[View Online](#)

CSS(DS) Series Submittal Package.pdf

SUBSTITUTION REQUEST; ERIE METAL CSS DS-SERIES [APPROVED]

[View Online](#)

01_2023-398_Addendum_No._7.doc

Addendum No. 7

[View Online](#)

Bid Invitation - 2023-12-11T144740.021.pdf

00 41 00 BID FORM [AD 7]

[View Online](#)

Substitution Request Form_Air Devices - Approved as noted..pdf-2023-11-27 10.28.51.pdf

SUBSTITUTION REQUEST; AIR DEVICES [APPROVED]

[View Online](#)

Substitution Request Form_Boiler Flue - Approved.pdf-2023-11-27 10.28.51.pdf

SUBSTITUTION REQUEST; BOILER FLUE [APPROVED]

[View Online](#)

Substitution Request Form_Cable Operated Dampers - Approved as Noted.pdf.pdf

SUBSTITUTION REQUEST; CABLE DAMPERS [APPROVED]

[View Online](#)

Substitution Request Form_Exterior Ductwork - Approved.pdf-2023-11-27 10.28.51.pdf

SUBSTITUTION REQUEST; EXT. DUCTWORK [REJECTED]

[View Online](#)

Substitution Request Form_Gas Detection - Approved.pdf-2023-11-27 10.28.51.pdf

SUBSTITUTION REQUEST; GAS DETECTION [APPROVED]

[View Online](#)

Substitution Request Form_Life Safety Dampers - Approved as Noted.pdf-2023-11-27 10.28.51.pdf

SUBSTITUTION REQUEST; LIFE SAFETY DAMPERS [APPROVED]

[View Online](#)

Substitution Request Form_Louvers - Approved.pdf-2023-11-27 10.28.51.pdf

[View Online](#)

SUBSTITUTION REQUEST; LOUVERS [APPROVED]

Substitution Request Form_Man Bars - Approved as Noted.pdf-2023-11-27 10.28.51.pdf

[View Online](#)

SUBSTITUTION REQUEST; MAN BARS [APPROVED]

00 43 25 Product Substitution Request Form (MWP Centria) printed.pdf

[View Online](#)

SUBSTITUTION REQUEST; CENTRIA / NUCOR IMP [APPROVED]

Public Question & Answer [AD 7].pdf

[View Online](#)

PUBLIC QUESTION & ANSWER [AD 7]

00 21 16 Instruction to Offerors CSP_AD2.doc

[View Online](#)

00 21 16 INSTRUCTION TO OFFERORS [AD 7]

Requested Attachments

Conflict of Interest Questionnaire

W-9

(Attachment required)

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 delivered to the Office of the Collin County Purchasing Agent, Collin County Administration Building, 2300 Bloomdale Road, Ste 3160, McKinney, TX 75071 and shall be delivered in an envelope, marked plainly on the outside with the Bid Name and Number. 2. Bidders submitting a bid via Collin County eBid shall upload a Bid Bond at <https://collincountytx.ionwave.net> Regardless of delivery method, all Bid Bonds shall be received prior to the bid opening time to be considered. Failure to submit a copy of bid security prior to bid opening shall be cause for rejection of bid. The original Bid Bond shall be received in the Collin County Purchasing Department no later than close of business on the third working day after the bid opening. Late receipt of original Bid Bond shall be cause for rejection of bid.

Acknowledgement Forms for Federal Terms & Conditions

(Attachment required)

refer to 00 41 00 Bid Form

Proposal

(Attachment required)

Bid Attributes

1	<p>eBid Notice</p> <p>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.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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00 41 00 BID FORM [AD 7]

2 Contact Information

List the contact name, email address and phone number of the main person(s) Collin County should contact in reference to this solicitation. Contact(s) shall be duly authorized by the company, corporation, firm, partnership or individual to respond to any questions, clarification, and or offers in response to this solicitation.

(Required: Maximum 4000 characters allowed)

3 Attribute deleted as part of an Addendum

4 Exceptions (for RFP/RFQ)

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

Yes No

(Required: Check only one)

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 Bid Bond Acknowledgement 00 41 00 BID FORM [AD 7]

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)

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.

(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.

(Required: Maximum 4000 characters allowed)

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0

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.

(Required: Maximum 4000 characters allowed)

1
1

Cooperative Contracts

As permitted under Title 8, Chapter 271, Subchapter F, Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C, Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an inter-local agreement with Collin County and have prior authorization from vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the local governmental entity requiring supplies/services. Collin County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract. Would bidder be willing to allow other local governmental entities to participate in this contract, if awarded, under the same terms and conditions?

Yes No

(Required: Check only one)

1
2

Preferential Treatment

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

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

(Required: Maximum 4000 characters allowed)

1
3

Debarment Certification

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

(Required: Maximum 1000 characters allowed)

1
4

Immigration and Reform Act

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

(Required: Maximum 1000 characters allowed)

1
5

Disclosure of Certain Relationships

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

(Required: Maximum 1000 characters allowed)

1
6

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)

17 Disclosure of Interested Parties 00 41 00 BID FORM [AD 7]

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)

18 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)

19 Proposer Acknowledgement

Proposer acknowledges, understands the specifications, any and all addenda, and agrees to the proposal terms and conditions and can provide the minimum requirements stated herein. Offeror acknowledges they have read the document in its entirety, visited the site, performed investigations and verifications as deemed necessary, is familiar with local conditions under which work is to be performed and will be responsible for any and all errors in Proposal submittal resulting from Proposer's failure to do so. Proposer acknowledges the prices submitted in this Proposal have been carefully reviewed and are submitted as correct and final. If Proposal is accepted, vendor further certifies and agrees to furnish any and all products/services upon which prices are extended at the price submitted, and upon conditions in the specifications of the Request for Proposal. Please initial.

(Required: Maximum 1000 characters allowed)

20 Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgment of Attachments

The respondent acknowledges that FEMA financial assistance or other State and Federal Assistance may be used to fund all or a portion of the contract. The Respondent will comply with all applicable Federal and state law, regulations, executive orders, policies, procedures, and directives, as detailed in the document attached titled: "ACKNOWLEDGMENT FORMS FOR TERMS AND CONDITIONS FOR FEDERALLY FUNDED PROJECTS". Further, by initialing this attribute, the Respondent is verifying that during the performance of this Contract, should federal assistance be utilized, compliance with the certifications and provisions contained herein is mandatory and shall not be excluded and are not subject to changes, modifications and / or negotiation, unless explicitly indicated in writing by COLLIN COUNTY.

The Respondent has reviewed, completed, and signed the attached ACKNOWLEDGMENT FORMS FOR TERMS AND CONDITIONS FOR FEDERALLY FUNDED PROJECTS and will submit signed forms for this solicitation with their response. Please Initial.

(Required: Maximum 1000 characters allowed)

2
1

Critical Infrastructure Affirmation

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

(Required: Maximum 1000 characters allowed)

2
2

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)

2
3

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)

2
4

Construction Acknowledgement

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

(Required: Maximum 1000 characters allowed)

2
5

Addendum No. 1

Please initial to verify your receipt of the addendum.

(Required: Maximum 1000 characters allowed)

2
6

Addendum No. 2

Please initial to verify your receipt of the addendum.

(Required: Maximum 1000 characters allowed)

2
7

Addendum No. 3

Please initial to verify your receipt of the addendum.

(Required: Maximum 1000 characters allowed)

2
8

Addendum No. 4

Please initial to verify your receipt of the addendum.

(Required: Maximum 1000 characters allowed)

2
9

Addendum No. 5

Please initial to verify your receipt of the addendum.

(Required: Maximum 1000 characters allowed)

3
0

Addendum No. 6

Please initial to verify your receipt of the addendum.

(Required: Maximum 1000 characters allowed)

3
1

Addendum No. 7

Please initial to verify your receipt of the addendum.

(Required: Maximum 1000 characters allowed)

Bid Lines

1 Package Header

Base Bid Grand Total

Quantity: 1 UOM: lump sum Total: \$

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

Supplier Notes: _____

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

Package Attributes

1. Grand Total- Written in Words

State the Grand Total in written words.

(Required: Maximum 4000 characters allowed)

2. Calendar Days Bid [BASE BID]

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

(Required: Numbers only)

Package Items

1.1 Total Materials Cost Incorporated in Project

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

1.2 Total Labor Cost Incorporated in Project

(Response required)

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

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

2 Alternate # 4 - Infirmary Remodel 00 41 00 BID FORM [AD 7]
(Response required)

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

Item Notes: State the cost, in its entirety, to build-out the floor as indicated on Drawing1 on A231 - LEVEL 1 - FFMO/ADMIN & CLINIC FLOOR PLANS.

Supplier Notes: _____

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

Item Attributes

1. Calendar Days Bid [ALT. 4]

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

(Required: Numbers only)

3 Alternate # 6 - Flocked Vinyl Floor Finish Upgrade [base]
(Response required)

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

Item Notes: State the cost, in its entirety, to add CPT3 Flocked Vinyl in the dayroom areas. Refer to finish plans A811, A812, A813 A814, A815, A816, and A817. Provide the cost for base only.

Supplier Notes: _____

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

Item Attributes

1. Calendar Days Bid [ALT. 6, BASE]

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

(Required: Numbers only)

4 Alternate # 7 - Terrazzo Floor Finish Upgrade [base]
(Response required)

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

Item Notes: State the cost, in its entirety, to modify the epoxy floor showers and epoxy drying areas to field applied epoxy terrazzo floor and base in showers and drying areas. Refer to finish plans A811, A812, A813 A814, A815, A816, A817, and A821. Provide the cost for base only.

Supplier Notes: _____

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

Item Attributes

1. Calendar Days Bid [ALT. 7, BASE]

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

(Required: Numbers only)

5 Alternate # 7 - Terrazzo Floor Finish Upgrade [Infirmary Remodel] [AD 7]
 (Response required)

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

Item Notes: State the cost, in its entirety, to modify the epoxy floor showers and epoxy drying areas to field applied epoxy terrazzo floor and base in showers and drying areas. Refer to finish plans A811, A812, A813 A814, A815, A816, A817, and A821. Provide the cost for Infirmary Remodel only.

Supplier Notes: _____

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

Item Attributes

1. Calendar Days Bid [ALT. 7, INFIRMARY REMODEL]

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

(Required: Numbers only)

6 Alternate # 8 - Temporary Chiller at Medical Mental [Alt. 8 A. 1]
 (Response required)

Quantity: 1 UOM: month Price: \$ Total: \$

Item Notes: Refer to Section 01 23 00 Alternates. State the cost, in its entirety, to set up and take down a chiller, and a price to rent monthly, based on the following tonnage required for the medical addition. BASE = 310 TONS

Supplier Notes: _____

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

Item Attributes

1. Calendar Days Bid [ALT. 8, A 1]

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

(Required: Numbers only)

7 *Line deleted as part of an Addendum*

8 *Line deleted as part of an Addendum*

9 Alternate # 9 – Relocate Power/Data Runs
 (Response required)

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

Item Notes: Refer to Section 01 23 00 Alternates. Should the existing power and data lines running from the vaults be determined to be higher than the finished floor elevation once the contractor excavates to, state the cost, in its entirety, for running 300 feet of four 6-inch conduits for electrical and 300 feet of four 6-inch conduits for data. Where the conduits come through the wall and transition to underground, state the cost, in its entirety, to create a 2-hour rated vault/enclosure (approximately 5 foot deep by 8 foot wide) with a 2-hour rated door for the electrical conduits, and another 2-hour rated vault/enclosure (approximately 5 foot deep by 8 foot wide) with a 2-hour rated door for the data conduits.

Supplier Notes: _____

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

Item Attributes

1. Calendar Days Bid [ALT. 9]

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

(Required: Numbers only)

10 Unit Prices - State Price for Piers, Each Foot for Types:
 Refer to Section 01 22 00 Unit Prices
 (Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: **P1 - Add**
 (Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

11 Unit Prices - State Price for Piers, Each Foot for Types:
 Refer to Section 01 22 00 Unit Prices
 (Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: **P1 - Reduced**
 (Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

12 Unit Prices - State Price for Piers, Each Foot for Types:
 Refer to Section 01 22 00 Unit Prices
 (Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: **P2 - Add**
 (Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

13 Unit Prices - State Price for Piers, Each Foot for Types:
 Refer to Section 01 22 00 Unit Prices
 (Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: **P2 - Reduced**
 (Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
 (Attach separate sheet)

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1
4 Unit Prices - State Price for Piers, Each Foot for Types:
Refer to Section 01 22 00 Unit Prices
(Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: **P3 - Add**
(Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
5 Unit Prices - State Price for Piers, Each Foot for Types:
Refer to Section 01 22 00 Unit Prices
(Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: **P3 - Reduced**
(Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
6 Unit Prices - State Price for Casing, Each Foot for not utilized:
Refer to Section 01 22 00 Unit Prices
(Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: **Casing for each foot not utilized (including P1, P2 OR P3) - reduced**
(Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
7 Unit price, per linear foot, for all material, labor, and equipment to remove and dispose of existing 12-inch water line including any valves, fittings or appurtenances.
Refer to Section 01 22 00 Unit Prices
(Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: (Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

1
8 Unit price, per linear foot, for all material, labor, and equipment to remove and dispose of sprinkler heads from inmate housing cells.
(Response required • Line excluded from response total)

Quantity: 1 UOM: foot Unit Price: \$ Total: \$

Item Notes: (Information Only. This line item will not be included in total bid response.)

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

Supplier Information

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Company Name: _____
Contact Name: _____
Address: _____

Phone: _____
Fax: _____
Email: _____

Supplier Notes

The undersigned hereby certifies the foregoing proposal submitted by the company listed below hereinafter called "offeror" is the duly authorized agent of said company and the person signing said proposal has been duly authorized to execute same. Offeror affirms that they are duly authorized to execute this contract; this company; corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror or other person or persons engaged in the same line of business; and that the contents of this proposal as to prices, terms and conditions of said proposal 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 proposal.

Print Name

Signature

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1. Federal Funding Requirements

The County intends to fund all, or part of the expenditures made under this solicitation with federal funds. Therefore, the Offeror / Bidder awarded a contract from this solicitation will be subject to compliance with the provisions of 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS, including but not limited to:

- A. Davis-Bacon Act. If applicable, Offeror / Bidder agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- B. Contract Work Hours and Selection Standards. Offeror / Bidder agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.
- C. Rights to Invention Made Under Contract or Agreement. Offeror / Bidder agrees to comply with all applicable provisions of 37 CFR Part 401.
- D. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. Offeror / Bidder agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- F. Procurement of Recovered Materials. Per 2 CFR §200.323, the awarded contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- G. Restrictions on Lobbying. Offeror / Bidder is prohibited from using monies for lobbying purposes; Offeror / Bidder shall comply with the special provision “Restrictions on Lobbying” found in the attachments to this solicitation.
- H. Drug-Free Workplace. Offeror / Bidder shall provide a drug free workplace in compliance with the Drug Free Workplace Act of 1988.
- I. Civil Rights Compliance.
 - 1. Compliance with Regulations: Offeror / Bidder will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs.

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2. Nondiscrimination: Offeror / Bidder, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Offeror / Bidder will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
 3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Offeror / Bidder for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or Offeror / Bidder will be notified by Offeror / Bidder of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.
 4. Information and Reports: Offeror / Bidder will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Offeror / Bidder is in the exclusive possession of another who fails or refuses to furnish this information, Offeror / Bidder will so certify to and will set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of Offeror / Bidder's noncompliance with the Nondiscrimination provisions of this Agreement, the County will impose such sanctions as it may determine to be appropriate, including, but not limited to: withholding of payments to the Offeror / Bidder under this Agreement until the Offeror / Bidder compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.
 6. Incorporation of Provisions: Offeror / Bidder will include the provisions of the paragraphs listed above, in this section 9.13, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Offeror / Bidder will take such action with respect to any subcontract or procurement as the County, the State, or the Federal agencies may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Offeror / Bidder becomes involved in, or is threatened with, litigation with a subcontractor or Offeror / Bidder because of such direction, Offeror / Bidder may request the State to enter such litigation to protect the interests of the State. In addition, Offeror / Bidder may request the United States to enter into such litigation to protect the interests of the United States.
- J. Disadvantaged Business Enterprise Program Requirements. Offeror / Bidder shall not discriminate based on race, color, national origin, or sex in the award and performance of any federally assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Offeror / Bidder shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or sub-contract must include the following assurance: *The Offeror / Bidder, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Offeror / Bidder shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of federally assisted contracts. Failure by the*

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Offeror / Bidder to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

- K. Pertinent Non-Discrimination Authorities. During the performance of the awarded contract, Offeror / Bidder, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:
1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination based on race, color, national origin); and 49 CFR Part 21.
 2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
 3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
 4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination based on disability); and 49 CFR Part 27.
 5. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination based on age).
 6. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
 7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all the programs or activities of the Federal-aid recipients, sub recipients and Offeror / Bidders, whether such programs or activities are Federally funded or not).
 8. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
 9. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination based on race, color, national origin, and sex).
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
 11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
 12. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
- L. Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts. In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which

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the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

1. Receive payments from state funds under a contract to provide property, materials or services; or
2. Receive a state-funded grant or loan

M. Contracting With Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms. Per 2 CFR 200.321, the awarded contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. If subcontracts are to be let, the awarded prime contractor is required to take the affirmative steps listed in this section.

Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

N. Domestic Preferences for Procurements. Per 2 CFR 200.322, as appropriate and to the extent consistent with law, the County, to the greatest extent practicable under a Federally funded award, provides a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirement of this section includes all sub awards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

O. Contract Cost and Price.
Per 2 CFR 200.324:

If the cost of the submittal is in excess of \$250,000.00, the County must negotiate profit as a separate element of the submittal's price. To establish a fair and reasonable profit, the County's consideration

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will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

P. Records Retention Requirements.
Per 2 CFR 200.333:

When federal funds are expended by COLLIN COUNTY for any contract resulting from this procurement process, Offeror / Bidder certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Offeror / Bidder further certifies that Offeror / Bidder will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Q. Health & Safety Standards:

COLLIN COUNTY requires that all Offeror / Bidders and subcontractors comply with the safety and health standards published in 41 CFR part 50-204, including any matters incorporated by reference therein. Additionally, every Offeror / Bidder or subcontractor shall comply with the recordkeeping requirements of 29 CFR part 1904.

R. Energy Compliance & Conservation Act:

When COLLIN COUNTY expends federal funds for any contract resulting from this procurement process, Offeror / Bidder certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

S. Buy America Provisions:

Offeror / Bidder certifies that Offeror / Bidder is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

T. Access to Records:
Per 2 CFR 200.336:

Offeror / Bidder agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Offeror / Bidder that are directly pertinent to Offeror / Bidder's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Offeror / Bidder's personnel for the purpose of interview and discussion relating to such documents.

U. Federal Fair Labor Standards Act:

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA) with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Offeror / Bidder has full responsibility to monitor compliance to the referenced statute or regulation. The Offeror / Bidder must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

V. Occupational Safety & Health Act of 1970:

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All contracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Offeror / Bidder must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Offeror / Bidder retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Offeror / Bidder must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor - Occupational Safety and Health Administration.

W. No Use of Department of Homeland Security Seals, Logos, Etc.

Offeror / Bidder shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval

X. Compliance with Federal Law, Regulations & Executive Orders:

FEMA financial assistance or other State and Federal Assistance may be used to fund all or a portion of the contract. The Offeror / Bidder will comply with all applicable Federal and state law, regulations, executive orders, policies, procedures, and directives.

Y. No Obligation by Federal Government:

The Federal Government is not a party to this Contract and is not subject any obligations or liabilities to the non-Federal entity, Offeror / Bidder, or any other party pertaining to any matter resulting from the Contract.

Z. Program Fraud & False or Fraudulent Statements or Related Acts:

The Offeror / Bidder acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Offeror / Bidder's actions pertaining to this contract.

AA. Entity List:

By responding to the solicitation, The Offeror / Bidder acknowledges it is not on the Department of Commerce's Export Administration Regulations (EAR)'s list of names of certain foreign persons – including businesses, research institutions, government and private organizations, individuals, and other types of legal persons – that are subject to specific license requirements for the export, reexport and/or transfer (in-country) of specified items. These persons comprise the Entity List, which is found in Supplement No. 4 to Part 744 of the EAR. On an individual basis, the persons on the Entity List are subject to licensing requirements and policies supplemental to those found elsewhere in the EAR. If the Offeror / Bidder is on the Entity List, then it shall provide documents showing it has the necessary license to fulfill the requirements of the Solicitation.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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Attachment I not required. Complete and submit if applicable to your firm.

ATTACHMENT I: CERTIFICATION REGARDING THE USE OF PROJECT LABOR AGREEMENTS FOR FEDERAL CONSTRUCTION PROJECTS

I, _____, [Person Name] the undersigned representative of

_____ [Company or Business Name]
(hereafter referred to as Company) being an adult over the age of eighteen (18) years of age, does hereby
depose and verify that the Company named above, acknowledge and certify the following requirements
relating to Required Project Labor Agreement(s):

Notice of Requirement for Project Labor Agreement (May 2010)

(a) Definitions. "Labor organization " and "project labor agreement," as used in this provision, are defined in the clause of this solicitation entitled Project Labor Agreement.

(b) The apparent successful offeror shall negotiate a project labor agreement with one or more labor organizations for the term of the resulting construction contract.

(c) Consistent with applicable law, the project labor agreement reached pursuant to this provision shall-

(1) bind the offeror and all subcontractors engaged in construction on the construction project to comply with the project labor agreement;

(2) allow the offeror and all subcontractors to compete for contracts and subcontracts without regard to whether they are otherwise parties to collective bargaining agreements;

(3) contain guarantees against strikes, lockouts, and similar job disruptions;

(4) set forth effective, prompt, and mutually binding procedures for resolving labor disputes arising during the term of the project labor agreement;

(5) provide other mechanisms for labor-management cooperation on matters of mutual interest and concern, including productivity, quality of work, safety, and health; and

(6) fully conform to all statutes, regulations, Executive orders, and agency requirements.

(d) Any project labor agreement reached pursuant to this provision does not change the terms of this contract or provide for any price adjustment by the Government.

(e) The apparent successful offeror shall submit to the Contracting Officer a copy of the project labor agreement prior to contract award

Signature: _____ Date: _____

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ATTACHMENT II: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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ATTACHMENT III: CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge or belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

00 41 00 BID FORM [AD 7]

ATTACHMENT IV: DRUG-FREE WORKPLACE CERTIFICATION

The _____ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the

_____ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

(Acknowledgement Follows)

00 41 00 BID FORM [AD 7]

ATTACHMENT IV: DRUG-FREE WORKPLACE CERTIFICATION

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

00 41 00 BID FORM [AD 7]

ATTACHMENT V: CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the Collin County local government, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the County, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the County Council shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the County.

No officer, manager or paid consultant of the contractor is married to a member of the

County. No member of County directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the County receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the Collin County any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the County as it relates to this contract.

(Acknowledgement Follows)

00 41 00 BID FORM [AD 7]

ATTACHMENT V: CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

00 41 00 BID FORM [AD 7]

ATTACHMENT VI: CERTIFICATION OF FAIR BUSINESS PRACTICES

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

00 41 00 BID FORM [AD 7]

ATTACHMENT VII: CERTIFICATION OF GOOD STANDING TEXAS CORPORATE FRANCHISE TAX CERTIFICATION

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

_____ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

_____ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation): Sole Proprietor
 Partnership
 Other

Pursuant to Article 2.45, Texas Business Corporation Act, the Collin County reserves the right to request information regarding state franchise tax payments.

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

00 41 00 BID FORM [AD 7]

ATTACHMENT VIII: HISTORICALLY UNDERUTILIZED BUSINESSES, MINORITY OR WOMEN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISES

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process. For documentation, an Offeror / Bidder who is a HUB should identify themselves and submit a copy of their certification.

The County recognizes the certifications of the State of Texas Program. Companies seeking information concerning HUB certification are urged to contact:

State of Texas HUB Program
Texas Comptroller of Public Accounts
Lyndon B. Johnson State Office Building
111 East 17th Street
Austin, Texas 78774
(512) 463-6958
<http://www.window.state.tx.us/procurement/prog/hub/>

Submitter must include a copy of its HUB certification documentation as part of this solicitation.

If your company is already certified, attach a copy of your certification to this form and return with your proposal.

Indicate all that apply:

_____ Minority-Owned Business Enterprise

_____ Women-Owned Business Enterprise

_____ Disadvantaged Business Enterprise

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

00 41 00 BID FORM [AD 7]

ATTACHMENT IX: FINANCIAL RESPONSIBILITY PROVISIONS

Offeror / Bidder makes the following representation as required in the RFP:

1. Offeror / Bidder's Financial Responsibility Provisions

- A. Insurance: The Offeror / Bidder certifies, consistent with its status as an independent contractor, shall carry, and shall require any of its subcontractors to carry, at least the following insurance in such form, with such companies, and in such amounts (unless otherwise specified) as County may require:
- i. Worker's Compensation and Employer's Liability insurance, including All States Endorsement, to the extent required by federal law and complying with the laws of the State of Texas;
 - ii. Commercial General Liability insurance, including Blanket Contractual Liability, Broad Form Property Damage, Personal Injury, Completed Operations/Products Liability, Premises Liability, Medical Payments, Interest of Employees as additional insureds, and Broad Form General Liability Endorsements, for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage on an occurrence basis;
 - iii. Comprehensive Automobile Liability insurance covering all owned, non-owned or hired automobiles to be used by the Contractor, with coverage for at least One Million Dollars (\$1,000,000) Combined Single Limit Bodily Injury and Property Damage.
- B. The awarded Offeror / Bidder will be required to provide a current certificate of insurance to the County prior to execution of any agreement.

Acknowledgment of Insurance Requirements

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the insurance requirements for the submission. Offeror / Bidder also understands that the evidence of required insurance may be requested to be submitted following notification of its offer being accepted; otherwise, the County may rescind its acceptance of the Offeror / Bidder's proposal.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

00 41 00 BID FORM [AD 7]

ATTACHMENT X: CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

The undersigned certifies that, to the best of his or her knowledge or belief, that:

If this contract is a federally assisted construction contract” as defined under [41 CFR Part 60-1.3](#), the following clause is incorporated into the contract:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at [41 CFR Chapter 60](#), which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

00 41 00 BID FORM [AD 7]

ATTACHMENT X: CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

00 41 00 BID FORM [AD 7]

ATTACHMENT X: CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings

Acknowledgment

By signing its submission, Offeror / Bidder acknowledges that it has read and understands the above requirements.

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

00 41 00 BID FORM [AD 7]

APPENDIX XI: PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

The Contractor hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

Acknowledgment

Name of Company: _____

Printed Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

00 41 00 BID FORM [AD 7]



ARPA Grant Funding Questionnaire

General Contractors will respond to the following questions and submit this form with each pay application during the project. All contractors and subcontractors on this project will follow the Texas prevailing-wage-in-construction laws (commonly known as “baby Davis-Bacon Acts”), and pay the prevailing wages as shown in the contract. This project does not require a pre-hire collective bargaining agreement.

1. Do you intend to certify that “all laborers and mechanics employed by you in the performance of this project are paid wages at rates not less than those prevailing, as determined by the U. S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the state (or District of Columbia) in which the work is to be performed, or by the appropriate state entity pursuant to a corollary state prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). (Yes/No)
2. Do you intend to sign a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29U.S.C. 158(f).” (Yes/No)
3. If the answer to #2 is No, will you ensure that the project has ready access to a sufficient supply of skilled and unskilled labor, with proper licensing and experience, throughout the life of the project? (Yes/No) List any certifications or licensing you require.
4. If the answer to #2 is No, what is your plan to minimize the risk of labor disputes that would jeopardize the timeliness and cost effectiveness of the project?
5. If the answer to #2 is No, how will you provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification (e.g. OSHA 10, OSHA 30);?
6. If the answer to #2 is No, will workers on the project receive wages and benefits that will secure an appropriately skilled workforce in the context of the local and regional labor market? (Yes/No)
7. Does the project prioritize local hires? (Yes/No)

SECTION 00 21 16 - INSTRUCTIONS TO OFFERORS

PART 1 - GENERAL REQUIREMENTS

1.1 GENERAL INFORMATION

A. Collin County ("Owner") is soliciting Competitive Sealed Proposals ("Proposals") for selection of a General Contractor firm for "CCADF Medical Mental Health Expansion" ("Project"), by order of Commissioners Court of Collin County per Government Code, Title 10, General Government, Subtitle F, State and Local Contracts and Fund Management, Chapter 2269, Contracting and Delivery Procedures for Construction Projects, Subchapter D, Competitive Sealed Proposal Method and in accordance with the terms, conditions, and requirements set forth in this Request for Competitive Sealed Proposals ("CSP").

B. This CSP provides the information necessary to prepare and submit Competitive Sealed Proposals for consideration and ranking by the Owner.

C. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the "best value" for the County resulting from negotiation, taking into consideration the relative importance of price and other factors set forth in the Request For Competitive Sealed Proposals in accordance with Vernon's Texas Code Annotated, Local Government.

EVALUATION CRITERIA

ASSIGNED POINTS

1. QUALIFICATIONS AND EXPERIENCE	40
2. PLANNING AND SCHEDULING	10
3. PRICING PROPOSAL	50

D. Owner may select the Proposal that offers the "best value" for the County based on the published selection criteria and on its ranking evaluation. . The Owner may request one or more offerors to attend an interview with the Owner to confirm their Proposal and answer additional questions. The Owner will then rank offerors in order to identify a "best value". The Owner may first attempt to negotiate a contract with the selected offeror. The Owner may discuss with the selected offeror options for a scope or time modification and any price change associated with the modification. If the Owner is unable to reach a contract with the selected offeror, the Owner may formally end negotiations with that offeror and proceed to the next "best value" offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.

1.2 RELATED DOCUMENTS

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

1.3 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction or in other Contract Documents are applicable to these Proposal Documents.
- B. Proposal Documents include the Advertisement for Competitive Sealed Proposal, Instructions to Offerors, the proposal form, other sample Proposal and contract forms, and the proposed Contract Documents including any Addenda issued prior to receipt of proposals.
- C. Addenda are written or graphic instruments issued prior to the opening of the Proposal Documents, which modify or interpret the Proposal 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. "Brinkley Sargent Wiginton Architects, Inc." will be hereafter referred to in the Project Manual as "Architect" and all correspondence shall be addressed to: Charles Goodman, Brinkley Sargent Wiginton Architects, Inc., 5000 Quorum, Suite 600, Dallas, TX 75254.
- E. "Bill Burke" will be hereinafter referred to in this Project Manual as "Project Manager".
- F. "Collin County" will be hereafter referred to in this Project Manual as "Owner".
- G. A Proposal 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 Proposal Documents.
- H. The Base Proposal is the sum stated in the Proposal for which the Offeror offers to perform the Work described in the Proposal Documents as the base, to which work may be added or from which work may be deleted for sums stated in Alternate proposals.
- I. An Alternate Proposal (or Alternate) is an amount stated in the Proposal to be added to or deducted from the amount of the Base Proposal in the corresponding change in the Work, as described in the Proposal Documents or in the proposed Contract Documents.
- J. A Unit Price is an amount stated in the Proposal as a price per unit of measurement for materials or service as described in the Proposal Documents or in the proposed Contract Documents.
- K. An Offeror/Proposer is a person or entity who submits a Proposal.
- L. A Sub-Bidder is a person or entity who submits a bid to an Offeror/Proposer for materials or labor for a portion of the work.
- M. A Contractor is a person or entity who is determined to be the best evaluated Offeror/Proposer to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- N. The Proposal 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

1.4 EXAMINATION OF DOCUMENTS AND SITE

- A. Each Offeror/Proposer, by making his/her Proposal, represents that he/she has read and understands the Proposal Documents.

- B. Each Offeror/Proposer, by making his/her Proposal, 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 proposal 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 proposal.
- D. Before submitting a proposal each Offeror/Proposer will, at Offeror's/Proposer'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 Offeror deems necessary to determine its proposal for performing and furnishing the work in accordance with the time, price and other terms and conditions of the Contract Documents. Offeror/Proposer 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 proposal.
- E. On request in advance, Owner will provide each Offeror/Proposer access to the site to conduct explorations and tests as each Offeror/Proposer deems necessary for submission of a proposal. Offeror 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 Offeror by making his/her proposal represents that his/her proposal is based upon the materials, systems, and equipment required by the Proposal Documents without exception.

1.5 PROPOSAL DOCUMENTS

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

1.6 PROPOSAL PROCEDURES

- A. All proposals shall be prepared on the forms provided by the Engineer and submitted in accordance with the Instruction to Offerors. The Engineer or owner will furnish Offerors with proposal forms which will provide for the following proposal items. Offerors shall provide all requested information. Prices proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County proposal form(s). For consideration, any additions or deductions to the proposal prices offered must be shown under the exceptions section of the proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous

numbers, prices, comments, etc. or Offeror/proposer generated documents appearing elsewhere on the proposal 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 proposal item as detailed and described in these specifications.
 2. Acknowledgment of Addenda.
 3. Number of consecutive calendar days to complete project.
 4. Alternate proposals.
 5. Unit prices.
- B. A proposal (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 proposals indicated in the Advertisement or Competitive Sealed Proposal, or prior to any extension thereof issued to the Offerors. Proposals 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 Offerors, no Offeror shall modify, withdraw or cancel his/her proposal or any part thereof for ninety (90) consecutive calendar days after the time designated for the receipt of proposals in the Advertisement for Competitive Sealed Proposal.
- D. Proposals shall not contain any recapitulation of the Work to be done.
- E. The Offeror shall make no additional stipulations on the Proposal Form or limit or qualify his/her proposal in any other manner. Proposals so qualified will be subject to disqualification.
- F. Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax; therefore, the prices submitted shall not include taxes.

1.7 DISCREPANCIES AND AMBIGUITIES

Any interpretations, corrections and/or changes to a Competitive Sealed Proposal and related Specifications or extensions to the opening/receipt date will be made by addenda to the respective document by the Collin County Purchasing Department. Questions and/or clarification requests must be submitted no later than seven (7) days prior to the opening/receipt date. Those received at a later date may not be addressed prior to the public opening. Sole authority to authorize addenda shall be vested in Collin County Purchasing Agent as entrusted by the Collin County Commissioners' Court. Addenda may be transmitted electronically via Collin County eBid.

- A. It shall be the sole responsibility of the Offeror to verify issuance/non-issuance of addenda and to check all avenues of document availability (i.e. Collin County eBid at <https://collincountytx.ionwave.net/>; telephoning Purchasing Department directly, etc.) prior to opening/receipt date and time to insure Offeror's receipt of any addenda issued. Offeror shall acknowledge receipt of all addenda.

1.8 SUBSTITUTIONS

- A. Each Offeror represents that his/her proposal is based upon the materials and equipment described in the Proposal Documents.

- B. No substitution will be considered unless written request has been submitted to the Engineer for approval at least **fourteen (14)** consecutive calendar days prior to the date for receipt of proposals.
- C. If the Engineer and Owner approve a proposed substitution, such approval will be set forth in an Addendum.

1.9 QUALIFICATIONS OF OFFERORS

- A. Offerors may be disqualified and their proposals not considered for any of the following specific reasons:
 - 1. Reason for believing collusion exists among Offerors.
 - 2. The Offeror being interested in any litigation against Owner.
 - 3. The Offeror 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.
- B. Minimum Standards for Responsible Prospective Offerors: A prospective Offeror 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 Offeror's ability to meet these minimum standards listed above.
- C. In determining to whom to award the contract, the Owner may consider;
 - 1. The offeror that offers the best value for the governmental entity based on the published selection criteria and on its ranking evaluation.
 - 2. Any other relevant factors specifically listed in the Instruction to Offerors.

1.10 PREPARATION OF PROPOSAL

- A. Offeror shall submit his/her proposal on the forms furnished by the County (00 41 00 Bid Form). All blank spaces in forms shall be correctly filled in and the Offeror 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 proposal is submitted by an individual, his/her name must be signed by him/her or his/her duly authorized agency. If the proposal is submitted by a firm, association or partnership, the name and address of each member must be given, and the proposal must be signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

- B. Offeror shall bear any/all costs associated with its 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 Offerors during the Proposal process is subject to release under the Act.
- D. The Offeror shall comply with Commissioners Court Order No. 2004-167-03-11, County Logo Policy.

1.11 BID SECURITY

- A. Each proposal must be accompanied by Bid Security (in accordance with instructions set forth in section 00 11 19 - Advertisement for Competitive Sealed Proposal) made payable to Owner in an amount of five percent (5%) of the Offeror's maximum proposal price and in the form of a Cashier's Check or a Bid Bond, duly executed by Offeror 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 Offeror will enter into a Contract and execute required Performance, Payment, and Two (2) year Maintenance Bonds within ten (10) consecutive calendar days of Collin County Commissioners' Court award of Contract.
- B. The Bid Security of the contractor will be retained until such Offeror 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 Offeror will be forfeited. The Bid Security of the other Offerors 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 proposal opening, whereupon, the Bid Security furnished by such Offerors will be returned. Bid Security with proposals which are not competitive will be returned within seven (7) consecutive calendar days after the contract award.
- C. Should the Offeror 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 proposal 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 Offeror 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 Offerors until either:
 - 1. The Contract has been executed and the bonds have been furnished, or
 - 2. The specified time has elapsed so that proposals may be withdrawn, or
 - 3. All proposals have been rejected.

1.12 PERFORMANCE BOND, LABOR & MATERIAL PAYMENT BOND

- A. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Performance Bond in the amount of one hundred percent (100%) of the total contract price in such form as is satisfactory to Owner, in compliance with Chapter 2253 of the Texas Government Code and all other applicable Texas Law, and on the form specified in the Contract Documents. This bond

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

- B. The Contractor shall post with Owner, not later than ten (10) consecutive calendar days of Collin County Commissioners Court award of Contract, a Payment Bond in the amount of one hundred percent (100%) of the total contract price for a period of two (2) years 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 Maintenance Bond in the amount of 10 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, payment and maintenance 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 Offeror 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, payment, and maintenance 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.

1.13 FILING PROPOSAL

- A. All proposals, or submittals submitted in hard copy paper form shall be submitted in a sealed envelope, plainly marked on the outside with the Competitive Sealed Proposal (CSP) number and name. A hard copy paper form proposal, or submittal shall be manually signed in ink by a person having the authority to bind the firm in a contract. Submittals or proposals shall be mailed or hand delivered to the Collin County Purchasing Department.

- B. No oral, telegraphic or telephonic submittals will be accepted. Proposals, or submittals may be submitted in electronic format via Collin County eBid at <https://collincountytx.ionwave.net/>.
- C. All 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 CSP.
- D. For hard copy paper form 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. Proposals, or submittals cannot be altered or amended after submission deadline.
- E. No proposal, or submittal will be considered unless it is filed with the Owner Purchasing Department within the time limit for receiving proposals as stated in the Advertisement for Competitive Sealed Proposal or CSP. Each hard copy paper bid shall be in a sealed envelope plainly marked with the word "Proposal or CSP", and the name and proposal number of the project as designated in the Advertisement for Competitive Sealed Proposal or CSP.

1.14 MODIFICATION AND WITHDRAWAL OF PROPOSAL

- A. No 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.

1.15 IRREGULAR PROPOSAL

- A. It is understood that Collin County, Texas reserves the right to accept or reject any and/or all proposals or submittals for any or all products and/or services covered in an Competitive Sealed Proposal (CSP) 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.

1.16 REJECTION OF PROPOSAL

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

1.17 METHOD OF AWARD

- A. In evaluating proposals, Owner will consider whether or not the proposals comply with the prescribed requirements, base prices, any alternates, unit pricing, completion time, Offeror's qualifications, Offeror's proposed subcontractors, suppliers, etc., and other data as may be requested in the Proposal Documents. Evaluation of the proposals shall be based on the selection criteria outlined in proposal documents.
- B. By submitting its' proposal in response to this CSP, Offeror accepts the evaluation process and acknowledges and accepts that determination of the "best value" offer will require subjective judgments by the Owner. Owner reserves the right to consider any proposal "non-responsive" if the Base Proposal Cost is determined to be unreasonable or irresponsible in relation to other submitted proposals and/or Owner's estimate of the construction cost.

- C. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Offeror, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Proposal Documents to Owner's satisfaction within the prescribed time.
- D. If the contract is to be awarded, the work will be awarded as a Lump-Sum contract to the Offeror offering the "Best Value" to the Owner. If no alternates are selected by Owner, the Owner may award the contract to a responsible Offeror who submits the best evaluated proposal.
- E. Evaluation of Alternates - Any and/or all or none of the alternates may be considered in evaluation. Owner may award Contract on base proposal plus any and/or all or none of the alternates.
- F. Owner anticipates award within ninety (90) consecutive calendar days after proposal opening.
- G. The proposal, 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.
- H. 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.

1.18 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.

1.19 FAILURE TO EXECUTE CONTRACT

- A. The failure of the Offeror 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 Proposal, and Owner may annul the award, at the Owner's sole discretion.

1.20 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.

1.21 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.

1.22 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.
- B. 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.
- C. 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.
- D. Funding: Funds for payment have been provided through the Federal ARPA grant. The County shall receive a final itemized invoice for the items purchased **no later than 5:00 P.M. on Monday, November 16, 2026. No exceptions will be allowed.**
- E. Required Delivery / Completion / Response Time: **Contractor shall be required to complete all work and submit a final invoice no later than 5:00 P.M. Monday, November 16, 2026.** No exceptions will be allowed. Contractor shall state the number of calendar days to complete services for each location in the appropriate spaces on the bid form.

1.23 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.

1.24 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. .

1.25 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, and Chapter 171.

1.26 ETHICS

- A. The Offeror/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.

1.27 PROPOSAL COMPLIANCE

- A. Proposal 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.

1.28 DRUG FREE

- A. All Offerors 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 proposal 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 proposal project. The County may require, at contractor's expense, drug testing of contractor's personnel if no drug testing records exists or if such test results are older than six (6) months.
- B. Substances and cut-off levels are as follows:

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

1.29 INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor shall defend, indemnify and save harmless Collin County and all its past, present and future officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, claims, actions, damages (including personal injury and or property damages), or demands of any character, name and description, (including attorneys' fees, expenses and other defense costs of any nature) brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of Contractor's breach of the contract arising from an award, and/or any negligent act, error, omission or fault of the Contractor, or of any agent, employee, subcontractor or supplier of Contractor in the execution of, or performance under, any contract which may result from an award. Contractor shall pay in full any judgment with costs, including attorneys' fees and expenses which are rendered against Collin County and/or participating entities arising out of such breach, act, error, omission and/or fault.

1.30 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

proposal. 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 proposal documents.

1.31 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 general conditions, delay, and impact or acceleration damages against the Owner.

1.32 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE ON TIME

- A. 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:

The sum of \$375.00 per calendar day.

- B. 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.

1.33 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.

1.34 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.

1.35 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.

1.36 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.

1.37 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.

1.38 PROVISION CONCERNING ESCALATOR CLAUSES

- A. Proposal(s) containing any condition which provides for changes in the stated proposal 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 Offeror without being considered.

1.39 ESTIMATES OF QUANTITIES

- A. 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.

1.40 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.

1.41 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 proposal 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, and 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.

1.42 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.

1.43 PERMITS

- A. Owner shall be responsible for initial building permit and applicable impact fees. Contractor shall be responsible for obtaining and payment of, all other necessary permits.

1.44 MATERIALS TESTING

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

1.45 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.

1.46 WAGE SCALE

"General Decision Number: TX20230239 04/14/2023

Superseded General Decision Number: TX20220239

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).

<p>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:</p>	<p>. Executive Order 14026 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$16.20 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 2023.</p>
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<p>. Executive Order 13658 generally applies to the contract.</p> <p>. The contractor must pay all covered workers at least \$12.15 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 2023.</p>

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 <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

ASBE0021-011 08/01/2017

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

BOIL0074-003 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 29.47	24.10

* CARP1421-002 02/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 30.12	41.45

ELEV0021-006 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 47.60	37.335+a+b

FOOTNOTES:

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

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

ENGI0178-005 06/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
(1) Tower Crane.....	\$ 32.85	13.10
(2) Cranes with Pile Driving or Caisson Attachment and Hydraulic Crane 60 tons and above.....	\$ 28.75	10.60
(3) Hydraulic cranes 59		

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

IRON0263-005 06/01/2022

	Rates	Fringes
IRONWORKER (ORNAMENTAL AND STRUCTURAL)	\$ 27.14	7.68

* PLUM0100-005 11/01/2022

	Rates	Fringes
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 35.73	13.07
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 35.73	13.07

* SUTX2014-015 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 21.06	0.00
CARPENTER, Excludes Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 15.78 **	0.00
CAULKER.....	\$ 15.16 **	0.00
CEMENT MASON/CONCRETE FINISHER....	\$ 13.04 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 13.00 **	0.00
ELECTRICIAN (Alarm Installation Only).....	\$ 20.93	3.86
ELECTRICIAN (Communication Technician Only).....	\$ 15.35 **	1.39
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 17.04	1.39
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms/Sound and Communication Systems.....	\$ 20.01	2.69

FORM WORKER.....	\$ 11.89 **	0.00
GLAZIER.....	\$ 16.46	3.94
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 10.04 **	2.31
INSTALLER - SIDING		
(METAL/ALUMINUM/VINYL).....	\$ 14.74 **	0.00
INSTALLER - SIGN.....	\$ 15.50 **	0.00
INSULATOR - BATT.....	\$ 13.00 **	0.00
IRONWORKER, REINFORCING.....	\$ 12.29 **	0.00
LABORER: Common or General.....	\$ 10.52 **	0.00
LABORER: Mason Tender - Brick....	\$ 10.54 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 10.93 **	0.00
LABORER: Pipelayer.....	\$ 13.00 **	0.35
LABORER: Plaster Tender.....	\$ 12.22 **	0.00
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00
LABORER: Landscape and Irrigation.....	\$ 10.55 **	0.00
LATHER.....	\$ 16.00 **	0.00
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 12.83 **	0.00
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 15.69 **	0.50
OPERATOR: Forklift.....	\$ 13.21 **	0.81
OPERATOR: Grader/Blade.....	\$ 13.03 **	0.00
OPERATOR: Loader.....	\$ 13.46 **	0.85

OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 18.44	0.00
OPERATOR: Roller.....	\$ 15.04 **	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 13.35 **	5.10
PAINTER: Drywall Finishing/Taping Only.....	\$ 14.24 **	3.83
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 20.45	4.00
PLASTERER.....	\$ 16.58	0.00
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 22.46	4.06
ROOFER.....	\$ 17.19	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.13	4.79
SHEET METAL WORKER, Excludes HVAC Duct Installation.....	\$ 24.88	5.97
SPRINKLER FITTER (Fire Sprinklers).....	\$ 37.50	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.25 **	0.00
TRUCK DRIVER: 1/Single Axle Truck.....	\$ 16.00 **	0.81
TRUCK DRIVER: Dump Truck.....	\$ 12.39 **	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00 **	4.11

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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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.

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

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

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

1.50 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.

1.51 If applicable, 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.

1.52 CRIMINAL HISTORY BACKGROUND CHECK

If required, ALL individuals may be subject to a criminal history background check performed by the Collin County's Sheriff's Office prior to access being granted to Collin County property or facilities. Upon request, Contractor shall provide list of individuals to Collin County Purchasing Department within five (5) working days.

1.53 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.

1.54 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 Offeror/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 proposal submission and time of award, the Offeror/Quoter/Offeror will notify the Collin County Purchasing Agent. Failure to do so may result in terminating this contract for default.

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. 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 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.)

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:

Per Project Aggregate \$4,000,000

Products — Components/Operations Aggregate \$4,000,000

Personal and Advertising Injury \$ 1,000,000

Each Occurrence \$ 2,000,000

Contractor's Pollution Liability \$1,000,000/\$3,000,000 (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 \$5,000,000 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: Neither party shall be held responsible for any delay or failure in performance (other than payment obligations) to the extent that such delay or failure is caused, without limitation, including, acts of God or the public enemy, fires, floods, earthquakes, hurricanes, failure of transportation, explosion, war, epidemics, quarantine restrictions, strikes, freight embargoes, government regulation, civil or military authority, acts or omissions of carriers or other similar causes beyond its control.
- 1.59 PROJECT PLANNING SCHEDULE: The following anticipated dates are for planning purposes only (if there is a conflict between the dates below and the Proposal Form, the duration shown on the Proposal Form shall govern). The contractual dates required by the Owner of the "best value" offeror will be identified in the executed agreement.
- | | |
|---|-------------------|
| • Owner conducts Pre-Proposal Meeting (1 st Opportunity) | November 1, 2023 |
| • Owner conducts Pre-Proposal Meeting | November 2, 2023 |
| • Deadline for Questions | November 16, 2023 |
| • Addenda posted to the Collin County eBid | As Needed |
| • Owner receives Request For Competitive Sealed Proposals | December 7, 2023 |
| • Owner determines Contractor offering "Best Value" | February 7, 2024 |
| • Selected Contractor delivers executed Agreement to Owner | February 21, 2024 |
| • Owner issues Notice to Proceed with Construction | February 28, 2024 |
| • Contractor achieves Final Completion | March 19, 2026 |

PART 2 - REQUIREMENTS FOR COMPETITIVE SEALED PROPOSALS

A. Offerors shall carefully read the information contained in the following criteria and submit a complete statement of Proposal to all questions in Part 2 formatted as directed in Part 3. Incomplete Proposals will be considered non-responsive and subject to rejection. Failure to properly investigate existing conditions shall not be considered a reason for additional costs for work on this project.

B. Section 00 52 13 is a draft copy of the Construction Agreement for Owner. Identify any terms of the Agreement you will request to be modified prior to signing the Owner's Competitive Sealed Proposal Agreement.

C. Submit a recent financial statement to confirm that the proposer 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 proposers's firm does, however, have audited statements, please include a copy with your proposal.

2.1 CRITERIA ONE: QUALIFICATIONS AND EXPERIENCE OF CONSTRUCTION TEAM (POINTS VALUE 40)

2.1.1 TEAM EXPERIENCE

- A. Provide resumes of the Offeror's team that will be directly involved in the Project, including their experience with similar projects, the number of years with the firm, the total number of years of experience in this type of construction and their city(s) of residence. Include as applicable; Project Managers, Superintendents, Assistant Project Managers and Superintendents, Expeditors, Project Scheduler, Quality Control Inspectors, Safety Coordinator/Assistant, and other key positions.
- B. For the each team member identified above, provide their current assignment, and when each team member will be available to provide Construction Services for this Project.

2.1.2 OFFEROR'S PAST PERFORMANCE ON REPRESENTATIVE PROJECTS

- A. Identify and describe last five projects that were valued at over \$50 million and which were the most similar to this project.
 - 1. Project name, location, contract delivery method, and description
Color images (photographic or machine reproductions)
 - 2. Initial & Final construction cost
 - 3. The Owner's representative who served as the day-to-day liaison during construction, including telephone number

References shall be considered relevant based on specific project participation and experience with the offeror. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the CSP process.

2.1.3 OFFEROR'S QUALITY CONTROL PROGRAM FOR THIS PROJECT

- A. Describe your quality control program. Explain the methods used to ensure quality control during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used.

2.1.4 OFFEROR'S PROJECT SAFETY PROGRAM FOR THIS PROJECT

- A. Describe your job site safety program for this Project and specific safety policies in which employees must be in compliance.

1. Identify any deaths that have occurred on a project site controlled by your firm, or any subcontractor(s) (at any contractual level), that had a death on your project site? If so, describe how you have revised your program.
 2. Identify the proposed safety management team members for Construction services.
- B. Describe the methodology, including any technology or other assets that the firm intends to use for prevention and/or control of incidents and insurance claims on this Project.
- C. Briefly describe the firm's approach for anticipating, recognizing and controlling safety risks and note the safety resources that the firm provides for each project's Safety program.

2.2 CRITERIA TWO: OFFEROR'S APPROACH / PROJECT PLANNING AND SCHEDULING FOR THIS PROJECT (POINTS VALUE 10)

- A. Provide a Critical Path Management (CPM) Milestone schedule for this Project and identify specific critical phases, milestones and approvals anticipated.
- B. Describe what you perceive are the critical Construction issues for this project.
- C. Describe your approach to assuring timely completion of this project, including methods for schedule recovery, if necessary. Provide examples of how these techniques were used in previous projects, including specific scheduling challenges/requirements and actual solutions.
- D. Describe how your firm might incorporate or encourage the use of strong labor standards which may include agreements that offer wages at or above the prevailing rate and include local hire provisions.
- E. Describe your firm's approach to training your workforce to meet high safety and training standards (e.g., professional certification, licensure, and/or robust in-house training), that hire local workers and/or workers from historically underserved communities, and who directly employ their workforce or have policies and practices in place to ensure contractors and subcontractors meet high labor standards.
- F. List any recent (within 1 year) violations of federal and state labor and employment laws.

2.3 CRITERIA THREE: OFFEROR'S PRICING PROPOSAL (POINTS VALUE 50)

- A. Complete and submit "section 00 41 00 Bid Form" included with the Proposal Documents.

PART 3 - FORMAT OF PROPOSALS

3.1 GENERAL INSTRUCTIONS

- A. Proposals shall be prepared SIMPLY AND ECONOMICALLY, providing a straightforward, CONCISE description of the offeror's ability to meet the requirements of this CSP. Emphasis shall be on the QUALITY, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- B. Proposals shall be a MAXIMUM OF TWENTY-FIVE (25) PRINTED PAGES. The cover, table of contents, divider sheets, CSP forms, financial statements and CPM schedules do not count as printed pages.
- C. Offerors shall carefully read the information contained in this CSP and submit a complete response to all requirements and questions as directed. Incomplete Proposals will be considered non-responsive and subject to rejection.
- D. Proposals and any other information included in response to this CSP shall become the property of the Owner.
- E. Proposals that are qualified with conditional clauses, alterations, items not called for in the CSP documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- F. The Owner makes no representations of any kind that an award will be made as a result of this CSP. The Owner reserves the right to accept or reject any or all Proposals, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this CSP when deemed to be in Owner's best interest.
- G. Proposals shall consist of answers to questions identified in Part 2 of the CSP. Separate each section of the Qualifications by use of a divider sheet with an integral tab for ready reference. Identify the tabs in accordance with the parts under Part 2, which is to be consistent with the Table of Contents. TAB IDENTIFICATION BY NUMBERS ONLY IS NOT ACCEPTABLE.
- H. Failure to comply with all requirements contained in this Request for Proposals may result in the rejection of the Proposals.

3.2 PROPOSAL DOCUMENTS: To achieve a uniform review process and to obtain a maximum degree of comparability, the proposal shall, at a minimum, include the following:

1. Cover
2. Cover Letter
3. Table of Contents
4. Criteria One: Qualifications and Experience
5. Criteria Two: Offeror's Approach / Project Planning and Scheduling
6. Criteria Three: Offeror's Pricing (see section 00 41 00 Bid Form)
7. Financial Statements

- A. Proposals may be submitted online via <http://collincountytx.ionwave.net>. Electronic submissions are preferred. **Proposals submitted via email, CD-ROM, or Flash Drive will not be accepted.**

- B. If submitting manually, proposal shall be submitted in a sealed envelope or box with CSP name, number, and name of firm printed on the outside of the envelope or box. Manual submittals shall be sent/delivered to the following address and shall be received prior to the date/time for opening:
- Collin County Purchasing
2300 Bloomdale, Suite 3160
McKinney, TX 75071
- C. Paper copies shall be printed on letter size (8 ½ x 11) paper and assembled using spiral type bindings, staples, or binder clips. Do not use metal-ring hard cover binders.
- D. No proposal, or submittal will be considered unless it is filed with the Owner Purchasing Department within the time limit for receiving proposals as stated in the Advertisement for Competitive Sealed Proposal or CSP. Each hard copy paper proposal shall be in a sealed envelope plainly marked with the word “Proposal or CSP”, and the name and proposal number of the project as designated in the Advertisement for Competitive Sealed Proposal or CSP. It shall be the responsibility of the contractor to insure that their proposal reaches Collin County Purchasing prior to the date/time for the opening no matter which submission method is used.
- E. Additional attachments shall NOT be included with the Proposals. Only the responses provided by the Offeror to the questions identified in Part 2 of this CSP will be used by the Owner for evaluation.
- F. Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).

SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM

(Must be submitted a minimum of 14 days before the bid date)

Bidder: EWS TEXAS

Project No: CSP 2023-398

Project: CCADF Medical Mental Health Expansion

Section: 07 42 13

Article/ Paragraph: 2.2

Proposed Substitution: IW-11A IN LIEU OF PAC-CLAD FLUSH PANEL

Manufacturer: CENTRIA / NUCOR IMP Address: 1099 US-421 FRANKFORT, KY 40601

Telephone: 800-759-7474 Proposed Model No.: IW-11A

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. NO CHANGE IN INSTALLATION METHODS.

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: ANDY GLASS

Signed: ANDY GLASS
Digitally signed by ANDY GLASS
DN: cn=ANDY GLASS, o=EWS TEXAS, ou=ESTIMATING,
c=TX, email=AGLASS@EWS TEXAS.COM,
Date: 2023.11.14 14:54:25-06'00'

Firm: EWS TEXAS

Address: 3733 FLORY

Phone: 817.809.4889

N. RICHLAND HILLS, TX 76180

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: T. Wilson

Date: 12/11/2023

Supporting Data Attached: Drawings Product Data Samples Tests Reports Other

IW SERIES WALL SYSTEM

Concealed Fastener Panel

IW-10A, IW-11A, IW-12A, IW-13A, IW-14A, IW-15A

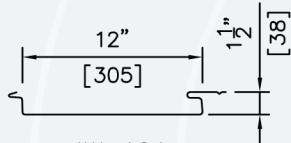
TECHNICAL DATA SHEET



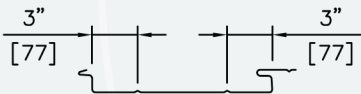
IW-10A IW-11A IW-12A



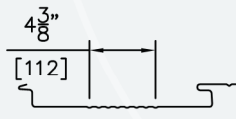
IW-13A IW-14A IW-15A



IW-10A



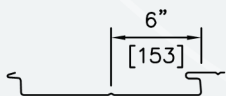
IW-11A



IW-12A



IW-13A



IW-14A



IW-15A

DESCRIPTION

IW-10A Series offers six interesting configurations: IW-10A, IW-11A, IW-12A, IW-13A, IW-14A and IW-15A. All IW panels share a common lock-joint design which makes them interchangeable on a project. The lock also permits the placement of concealed fasteners, and minimizes moisture intrusion. All IW Series wall panels can be installed in a variety of rainscreen applications to form a complete wall system. Systems may vary from an uninsulated screen wall to MetalWrap™ Series, an insulated composite backup panel system with Advanced Thermal and Moisture Protection (ATMP®).

GENERAL DESIGN OPTIONS

IW-10A SERIES		
PANEL THICKNESS	1½" [38mm]	
PANEL COVERAGE	12" [305mm]	
SIDE LAP	Interlocking	
END LAPS	Galvanized¹ (G90) (see standard detail) Shop notched and swaged for vertical applications only 2" [51mm] for 22 [0.76mm] and 20 [0.91mm] gages only ^{4,5,6,8} Rivets may be required for proper alignment. Flash or extrusion for all gages ⁶	Aluminum¹ (3003-H14) (see standard detail) Shop notched and swaged for vertical applications only 2" [51mm] for 0.040" [1.02mm] only ^{4,5,6,8} Flash or extrusion for all other thicknesses ⁶
	GAGES (STANDARD)	20 [0.91mm], 22 [0.76mm]
GAGES (OPTIONAL)	18 [1.19mm] ^{3,5,7}	0.050" [1.27mm] ⁹
STANDARD LENGTH	5 [1.524m] - 25 ft. [7.62m]	5 [1.524m] - 20 ft. [6.096m]
STANDARD TEXTURE	Embossed ^{2,10} (20 [0.91mm] - 22 [0.76mm] gage only)	Embossed ^{2,9}
OPTIONAL TEXTURE	Smooth	Smooth
FINISHES	See CENTRIA Color Chart	See CENTRIA Color Chart



1. Alternate base material, panel lengths and gages may also be available. Contact CENTRIA.
2. Embossing is non-directional.
3. IW-12A and IW-13A are not available in 18 gage.
4. Shop swaged ends are not available for IW-12A, IW-14A, IW-15A.
5. Shop swaged ends are not available for 18 gage steel, 0.050" aluminum.
6. MicroLine Extrusions can be used with horizontally installed panels only.
7. 18 gage cannot be embossed.
8. Swaged for vertical application only
9. 0.050" Embossed (optional gauge) is best effort ONLY
10. Not available in 18 ga.
11. All IW panels are erected from top to bottom when erected in a horizontal application

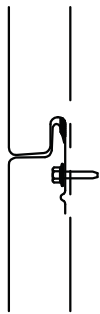
IW-10A-15A DESIGN FEATURES & BENEFITS

- Concealed fastener design minimizes exposed fasteners
- Common lock-joint design makes all IW series panels interchangeable on a project & minimizes moisture intrusion
- Can be installed vertically or horizontally
- Excellent for new construction and retrofit projects
- Cost-effective, all-weather installation capability shortens installation time; permits fast-track scheduling
- Panels are available with embossed or smooth finishes

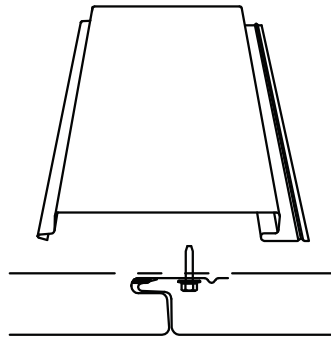


IW-10A-15A TESTING

TEST	CHARACTERISTIC	TEST METHOD	TEST TITLE	RESULTS
 ENVIRONMENTAL	AIR LEAKAGE	IW products are intended to be used only as rainscreens; an appropriate air & moisture barrier must be installed behind the product to comply with code requirements.		
	WATER PENETRATION			
 STRUCTURAL	IMPACT RESISTANCE	Approved for non-HVHZ only; see FL3174.		
	WIND LOADS	ASTM E72	Determines structural performance under uniform static air pressure difference	See load-span tables for allowable spans/loads under positive or negative loading.



HORIZONTAL
JOINT DETAIL



VERTICAL
JOINT DETAIL

NOTES

- For information on special applications, contact your local CENTRIA Sales Representative.
- All IW panels may be used on walls & soffits but not on roofs.
- Panel length tolerance is $\pm 1/4"$ [6mm].
- For protective coatings - see CENTRIA color chart.
- Oil canning within mill tolerances will not be cause for rejection.
- Panels must be ordered as "horizontal" when used in a horizontal application.
- Horizontal Panels must be erected from top to bottom.

SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM

(Must be submitted a minimum of 14 days before the bid date)

Bidder: _____

Project No: **IFB 2023-188**

Project: **IFB 2023-188, Construction: CCADEF Infirmery Expansion**

Section: **23 37 13**

Article/ Paragraph: **2.1 Air Supplies and Returns**

Proposed Substitution: **Air Devices**

Manufacturer: **Anemostat, Inc.** Address: **1220 Watson Center Road, Carson, CA 90745**

Telephone: **310-835-7500** Proposed Model No.: **3P,20,30,PG,ASSG,SGSDF**

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:

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- Same maintenance service and source of replacement parts, as applicable, is available.
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- 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: **Aaron Murphy**

Signed: _____

Firm: **McMillan James Equipment Company**

Address: **1044 Texan Trail**

Phone: **817-912-0800**

Grapevine, TX 76051

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



SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM

(Must be submitted a minimum of 14 days before the bid date)

Bidder: _____

Project No: **IFB 2023-188**

Project: **IFB 2023-188, Construction: CCADEF Infirmiry Expansion**

Section: **23 52 00 - 8**

Article/ Paragraph: **3.9 Connections**

Proposed Substitution: **Boiler Venting**

Manufacturer: **Jeremias, Inc.** Address: **983 Industrial Park Drive Marietta, GA 30062**

Telephone: **678-388-2740** Proposed Model No.: **DWGV**

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.

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Signed: _____

Firm: **McMillan James Equipment Company**

Address: **1044 Texan Trail**

Phone: **817-912-0800**

Grapevine, TX 76051

REVIEW & ACTION (Initial)

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- 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

TECHNICAL DATA SHEET

Double Wall Special Gas Vent

DWGV

PRODUCT LINE

DWGV – Double Wall Special Gas Vent



APPLICATIONS

- Designed specifically for the condensing boiler market where ease of assembly, overall time invested, and price are the main objective
- Double Wall Special Gas Vent in 3"-12" diameters use a gasket to seal the male-to-female joint with an added external ½" rolled flange and vee band connection to secure it
- Outer jacket is secured by locking band
- For use with temperatures not exceeding 550°F continues and pressures not exceeding 20" WC



MATERIALS

- Inner liner made of UL-1738 Listed corrosion resistant high-grade stainless steel
 - 3" through 12" = 0.020" thick 316L or 444 stainless steel
 - 14" through 36" = 0.035" thick 316L or 444 stainless steel
 - 38" through 48" = 0.048" thick 316L stainless steel
- Seal System
 - 3" through 12" = Male-to-female with 3-ribbed gasket
 - 14" through 48" = Siliconed flange protected behind overlapping male-to-female inner
- Insulating Air Space
 - 3" through 12" = 1" insulating air space
 - 14" through 48" = 1.25" insulating air space
- Outer jacket made of 304 stainless steel
 - 3" through 12" = 0.020" thick
 - 14" through 24" = 0.025" thick
 - 26" through 48" = 0.035" thick
- All Supports and accessories are stainless steel

UL and ULC LISTINGS

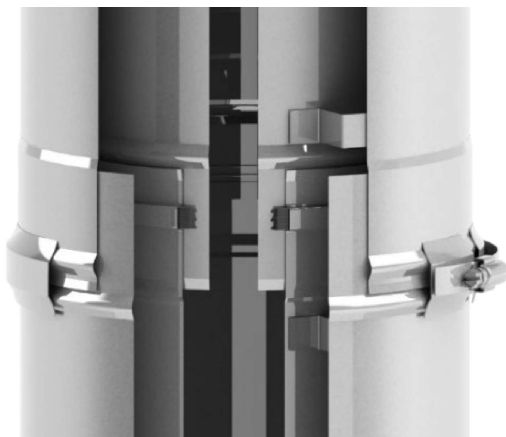
1. UL-1738 Standard, Venting Systems for Gas-Burning Appliances, Categories II, III, & IV (ULC-S636 Standard for type BH Gas Venting Systems)
2. Class IIC & IIB – PP (Polypropylene), CVPC, and/or PVC applications at 230°F and/or 194°F maximum flue gas temperatures and zero clearance to combustibles
3. UL 441 (ULC-S605) Type B Gas Vent

FEATURES

- All stainless-steel construction with a Limited Lifetime Warranty
- Assurance of the finest quality and reliability
- Quick and easy installation
-

CONNECTION/INSTALLATION DETAILS

- 3" through 12"
 1. Lube the gasket on the female end
 2. Insert the male into the female
 3. Push joint together
 4. Slide Locking Band over beads and tighten
 - Industry leading 2.28" overlapping joint keeping flue gases away from gasket
- 14" through 48"
 1. Apply silicone to the rolled flange
 2. Insert the male into the female
 3. Push joint together
 4. Install and tighten the vee band
 5. Slide outer Locking Band over matching grooves and tighten
 - Industry leading 1.25" overlapping joint keeps flue gasses away from the siliconed flange connection



TECHNICAL DATA SHEET

Double Wall Special Gas Vent

DWGV

PRODUCT LINE

DWGV - Double Wall Special Gas Vent

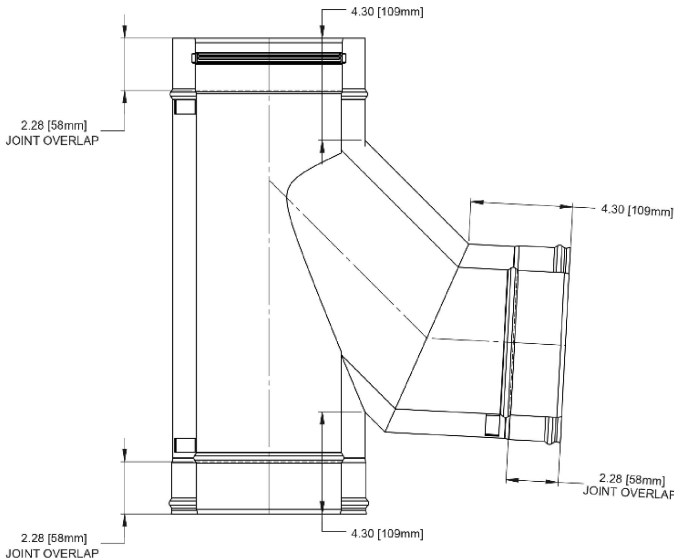


SPECIFICATIONS

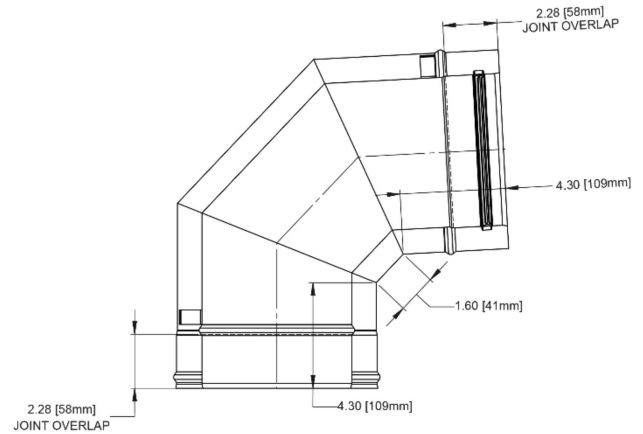
Diameters	3", 4", 5", 6", 7", 8", 9", 10", 11", 12", 13", 14", 16", 18", 20", 22", 24", 26", 28", 30", 32", 34", 36", 38", 40", 42", 44", 46", & 48"
Available Lengths	9", 12", 18", 24", 30", 36", 42", & 48" (or any fixed length between) *Maximum Length for 18" and above is 36"
Available Fittings	Any elbow or tee, over 40 catalog fittings per each diameter
Available Accessories	All-stainless supports, guides, hangers, adapters - over 20 accessories per each diameter

CONTROLLING DIMENSIONS

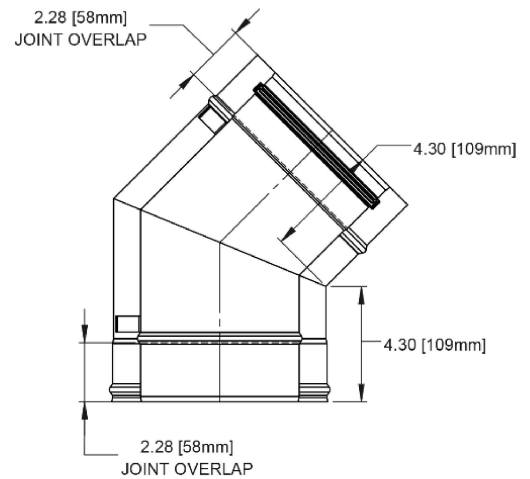
- Shows the minimum (and standard) inside gore dimensions for fittings
- Use these dimensions when ordering any special or custom part
- Jeremias encourages custom built items to provide the best solutions to our customers



87° BOOT TEE



87° ELBOW



45° ELBOW



SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM

(Must be submitted a minimum of 14 days before the bid date)

Bidder: _____

Project No: **IFB 2023-188**

Project: **IFB 2023-188, Construction: CCADE Infirmiry Expansion**

Section: _____ Article/ Paragraph: _____

Proposed Substitution: **Cable Operated Dampers**

Manufacturer: **United Enertech** Address: **3005 S. Hickory Street, Chattanooga, TN 37407**

Telephone: **423-698-7715** Proposed Model No.: **CD-100-RC, RD-RC**

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: **Aaron Murphy**

Signed: _____

Firm: **McMillan James Equipment Company**

Address: **1044 Texan Trail**

Phone: **817-912-0800**

Grapevine, TX 76051

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

cable dampers shall be installed per the specifications. The controller shall be installed in primarily in plumbing chases and secondarily in ceilings. Place an ID tag for each.

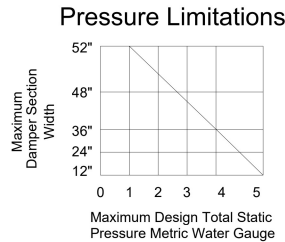
OPPOSED BLADE - PARALLEL BLADE DAMPER

Suggested Specifications:

Furnish and install at location shown on drawing or in accordance with schedules dampers meeting the following specifications: Rectangular damper shall have 0.125" [3.18mm] extruded aluminum blades and .081" [2.06] extruded aluminum frame. CD-100, 101 meets the leakage requirements for Minimum AntiTerrorism Standards for Buildings (UFC 4-010-01, section B-4.2.3, max. leakage rates of 3 cfm/sq. ft. with differential pressure of 1" [25mm] w.g.). Blade and jamb seals must be used to achieve optimal leakage rating. Damper to have thrust bushings and meet the low pressure drop equal to United Enertech MODEL CD-100 or CD-101.

FPM Table Pressure - up to 3" [76mm] w.g. - See pressure limit table

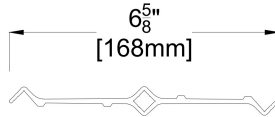
12" wide	- 2600 FPM
24"	- 2200
36"	- 2000
48"	- 1700
52"	- 1600



Jackshafting provided over 52" [1321mm] wide

Standard Construction:

- Frame:** 0.081 [2.06mm] Extruded Aluminum
- Blade:** 0.125 [3.18mm] Extruded Aluminum
- Bearing:** Nylon



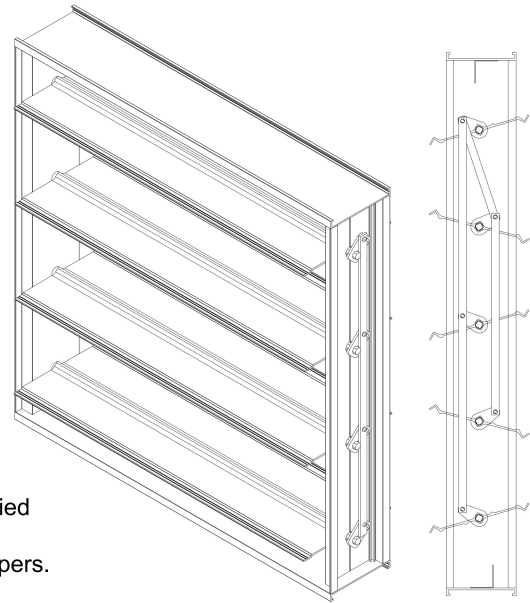
Blade Detail

Linkage: Concealed in frame

Axles: 3/8" [9.35mm] square, zinc plated steel

Control Shaft: 1/2" x 6" [13mm x 152mm] long outboard support bearing supplied with all single section dampers for field mounted actuators.

Factory-installed jackshaft supplied with all multi-section dampers.



Undersized 1/4" [6.35mm]

Options:

- 0.125 [3.18mm] Extruded Aluminum Frame (box frame)
- 0.125 [3.18mm] Extruded Aluminum Frame w/ 1-1/2" [38mm] integral flange
- Bronze Bushing
- Blade Seals PVC (175°F [79°C])
- Blade Seals Silicone (400°F [204°C] & #304 Stainless Steel Bushing)
- Compression Jamb Seals (stainless steel)
- Header Plates (End Flange)
- Hand Quadrant
- Factory Installed Pneumatic or Electric Actuators (see cat. sheet H-1)
- Stand Off Bracket, 2" [51mm]
- Position Switch
- CO2 sensor (24V)
 - 0-5, 0-10 vdc output (without display)
 - 0-5, 0-10 vdc output (with display)
 - 4-20 mA output (without display)
- Face and By-pass Damper
- Chain Operator
- Heresite coated (air dry)
- Epoxy coated (powder coated @ 415°[213° C])
- Weather Shield Enclosure for Actuator
- Explosion-proof Enclosure for Actuator

Minimum Size: 5"w x 4"h [127mm x 102mm]
 8" [203mm] and under single blade

Maximum Size: 52"w x 72"h [1320mm x 1829mm]
 (single section) Multi-section: unlimited



size tested: 36"w x 36"h
 [914mm x 914mm] 12"w x 12"h [305mm x 305mm]



size tested: 36"w x 36"h
 [914mm x 914mm] 12"w x 12"h [305mm x 305mm]



Due to continuing research, United Enertech reserves the right to change specifications without notice.

Job Name:	<input type="checkbox"/> MODEL CD-100 (Opposed)		
Location:	<input type="checkbox"/> MODEL CD-101 (Parallel)		
Architect:			
Engineer:	DRAWN BY: CLJ	DATE: 11-20-01	REV. DATE: 12/1/21
Contractor:	REV. NO. 48	APPROVED BY: CLJ	DWG. NO.: A-1

Model CD-100, CD-101 Damper Performance Data

LEAKAGE PERFORMANCE

Damper Width X Height	1 in. w.g. Class	4 in. w.g. Class	8 in. w.g. Class
12" x 12"	3.6 (Class 1A)	7.6 (Class 1A)	10.3 (Class 1A)
36" x 36"	0.5 (Class 1A)	5.6 (Class 1A)	20.8 (Class 1A)

Note: At 1" w.g. 12"x12" damper leaks 3.6 cfm per square foot.
 Note: At 1" w.g. 36"x36" damper leaks 0.5 cfm per square foot.



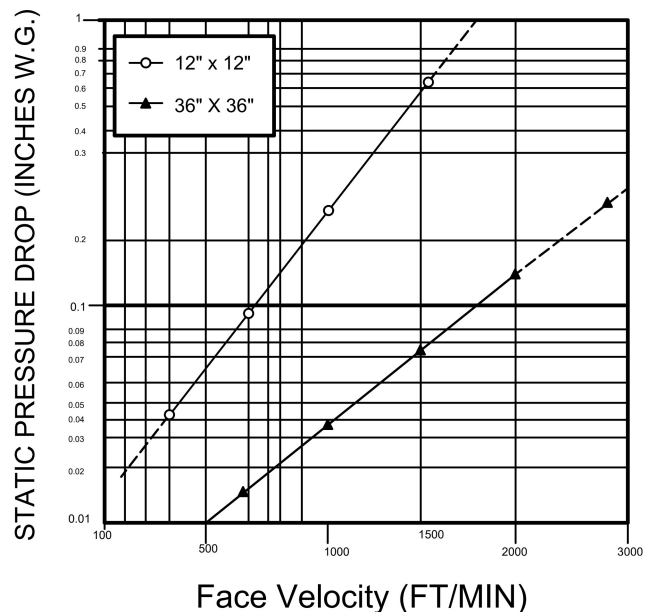
United Enertech certifies that the CD-100-I, CD-101-I is licensed to bear the Certainaire Certified Air Ratings Seal. The ratings shown are based on tests made in accordance with AMCA standard 500.

AMCA STANDARDS

Class	Pressure	Leakage, ft ³ /min /ft ²			
		Required Rating		Extended Ranges (optional)	
		0.25 kPa (1")	1.0 kPa (4")	2.0 kPa (8")	3.0 kPa (12")
1A		15.2 (3)	40.6 (8)	55.9 (11)	71.1 (14)
1		20.3 (3)	40.6 (8)	55.9 (11)	71.1 (14)
2		50.8 (10)	102 (20)	142 (28)	178 (35)
3		203 (40)	406 (80)	569 (112)	711 (140)

Leakage Classification per AMCA publication 511-99

PRESSURE DROP



Based on STANDARD AIR- .075 lb. per cubic foot.

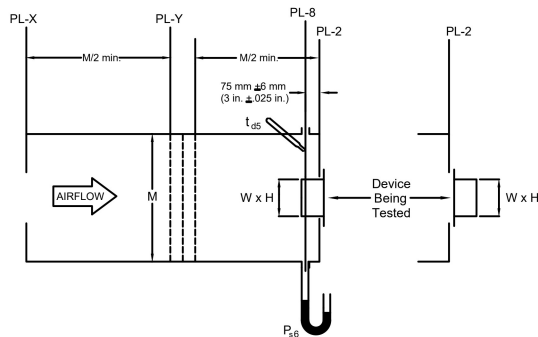


Figure 5.5- Test Device Setup with Inlet Chamber

12" x 12" (305mm x 305mm)	
Face Velocity ft/min (m/s)	Pressure drop w.g. (PA)
407 (2.0)	.040 (1.24)
820 (4.1)	.150 (4.97)
1234 (6.3)	.340 (12.42)
1641 (8.3)	.610 (22.35)
2057 (10.4)	.950 (34.77)

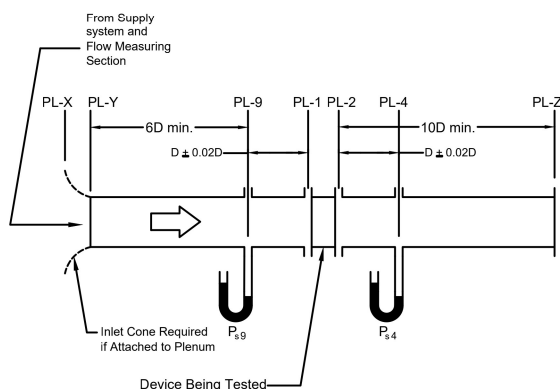


Figure 5.3- Test Device Setup with Inlet and Outlet Ducts

36" x 36" (914mm x 914mm)	
Face Velocity ft/min (m/s)	Pressure drop w.g. (PA)
392 (1.99)	.005 (1.24)
789 (4.01)	.02 (4.97)
1208 (6.14)	.05 (12.42)
1598 (8.12)	.09 (22.35)
2006 (10.19)	.14 (34.77)

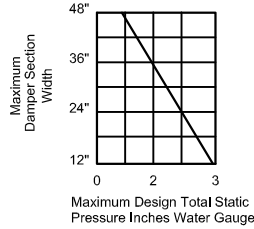
Application and Design:

The Model CD-100-RC was developed for air balancing at the mid/duct above inaccessible ceilings with adjustments at a terminal controller.

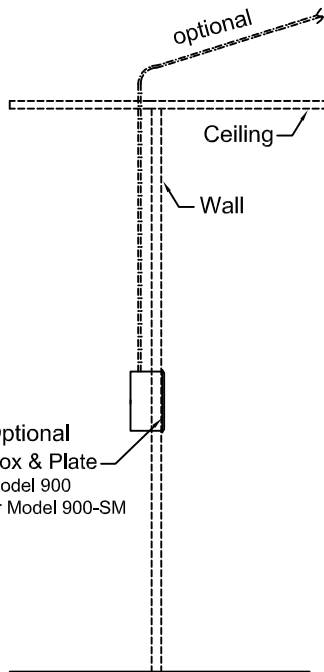
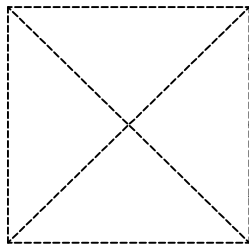
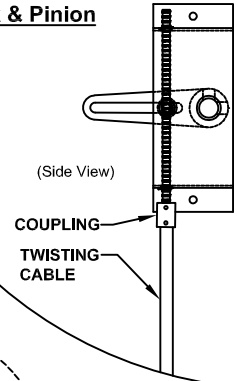
FPM Table

12" wide	- 2600 FPM
24"	- 2200
36"	- 2000
48"	- 1700

Pressure Limitations



Rack & Pinion



Twisting Cable encased in polyethelene tubing

Model 300 or 400

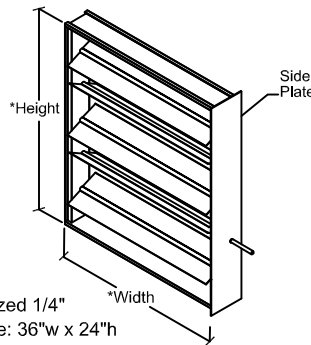
Diffuser by others

optional (Model 200)



Manufactured under license from owner of US Patent 5702298 & CN2185311

Model CD-100-RC (Rectangular Damper)



*Undersized 1/4"
 Max. Size: 36"w x 24"h

Features:

- Frame:** .081" Extruded Aluminum
 - Blade:** .125" Extruded Aluminum Exception- formed aluminum single blade thru 12" height
 - Bearings:** Bronze Oilite
 - Side Plate:** 6-1/4" x (ht. +1") x 18 ga galv. steel
 - Axles:** 1/2" dia. zinc plated steel with thrust bearing
- *No jamb seals*
 for performance see dwg. A-1 (CD-100)

RECOMMENDED SPECIFICATIONS

- A. Remote control system shall provide means of balancing airflow in ductwork above inaccessible ceilings
- B. In these areas, the contractor shall furnish and install Model CD-100-RC in the branch duct.
- C. The contractor shall furnish and install remote options of Model 200, 300, 400, 900, or 900-SM Controllers. Model 300 has zinc plated steel faceplate. Cable is capable of lengths of up to 60 feet.
- D. The contractor shall connect Twisting braided brass plated cable encased in polyethelene sheath from the damper to the terminal point.
- F. The Twisting Cable System shall be manufactured by United Energetech Corporation.

Due to continuing research, United Energetech reserves the right to change specifications without notice.

Options:

- Stainless Steel Construction
- 304 stainless 316 stainless

CABLE LENGTHS	
LENGTH	MAX. DAMPER SIZE
*10 ft.	48" x 48"
*12 ft.	40" x 40"
*14 ft.	36" x 36"
*18 ft.	24" x 24"
**up to 60 ft.	under 24" x 24"

*Cable clamps placed every 3 ft.
 **Cable clamps placed every 3 ft. or use conduit

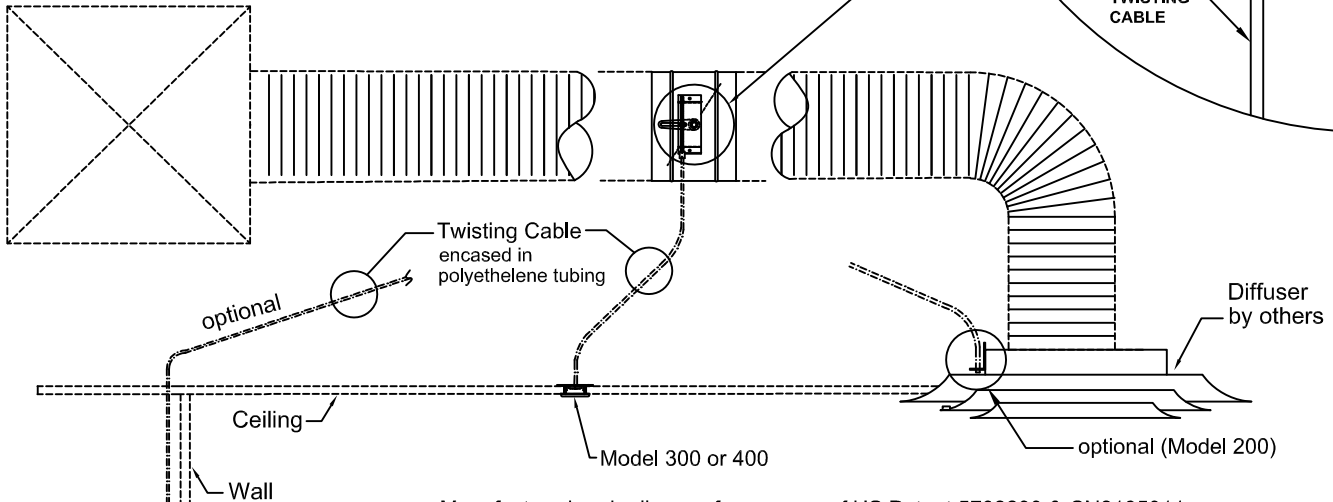
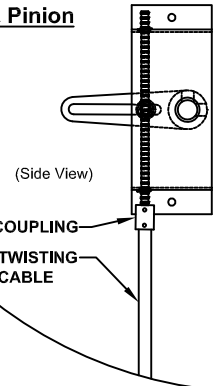
Job Name:	DRAWN BY:	DATE:	REV. DATE:
Location:	CLJ	10-5-09	11-5-10
Architect:	REV. NO.	APPROVED BY:	DWG. NO.:
Engineer:	4	BGT	E-18
Contractor:			

Application and Design:

The Model RD-RC was developed for air balancing at the mid/duct above inaccessible ceilings with twisting cable adjustment at a terminal controller.

MAXIMUM VELOCITY		
DIAMETER	FPM	MAX. PRESSURE DIFFERENTIAL
4 - 8"	2600	6"
10 - 12"	2400	5"
14 - 18"	2300	4"
20"	2300	3"

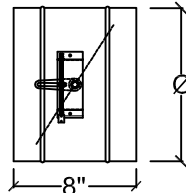
Rack & Pinion



Optional Box & Plate Model 900 or Model 900-SM

Manufactured under license from owner of US Patent 5702298 & CN2185311

Model RD-RC (Single Blade Damper)



Features: Diameter

- Frame:** 24 ga galvanized steel (4" -10"Ø)
- Frame:** 20 ga galvanized steel (12" -20" Ø)
- Blade:** 24 ga galvanized steel (4" -10"Ø)
- Blade:** 20 ga galvanized steel (12"-20"Ø)
- Bearings:** Nylon 6/6 molded synthetic
- Axles:** Zinc Plated Steel pins

- Options:
- Aluminum Construction
 - Stainless Steel Construction
 - 304 stainless 316 stainless
 - Oval Damper
 - W = _____"
 - H = _____"
-

RECOMMENDED SPECIFICATIONS

- A. Remote control system shall provide means of balancing airflow in ductwork above inaccessible ceilings
- B. In these areas, the contractor shall furnish and install Model RD-RC in the branch duct.
- C. The contractor shall furnish and install remote options of Model 200, 300, 400, 900, or 900-SM Controllers. Model 300 has zinc plated steel faceplate. Cable is capable of lengths of up to 60 feet.
- D. The contractor shall connect Twisting braided brass plated cable encased in polyethylene sheath from the damper to the terminal point.
- F. The Twisting Cable System shall be manufactured by United Energetech Corporation.

Due to continuing research, United Energetech reserves the right to change specifications without notice.

CABLE LENGTHS	
LENGTH	DAMPER DIAMETER
10 ft.	20"Ø
12 ft.	18"Ø
14 ft.	14"Ø
18 ft.	12"Ø
up to 60 ft.	under 12"Ø

Job Name:	DRAWN BY: CLJ	DATE:	REV. DATE:
Location:		9-30-09	11-5-10
Architect:		REV. NO.	APPROVED BY:
Engineer:	6	BGT	E-15
Contractor:			

SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM

(Must be submitted a minimum of 14 days before the bid date)

Bidder: _____

Project No: **IFB 2023-188**

Project: **IFB 2023-188, Construction: CCADE Infirmiry Expansion**

Section: **23 31 13 - 3**

Article/ Paragraph: **2.2 Exterior Ductwork**

Proposed Substitution: **Exterior Ductwork - ThermaDuct**

Manufacturer: **Thermaduct** Address: **26610 Eckel Rd, Perrysburg, Ohio 43551**

Telephone: **855-809-6903** Proposed Model No.: **ThermaDuct**

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: **Aaron Murphy**

Signed: _____

Firm: **McMillan James Equipment Company**

Address: **1044 Texan Trail**

Phone: **817-912-0800**

Grapevine, TX 76051

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

thermaduct

OUTDOOR DUCT SOLVED

Purchaser	P.O. #	Date
Project	Location	
Engineer	Architect	
Submitted by	For Approval	For Review Only

Introduction

Thermaduct is a highly efficient code compliant pre-insulated outdoor air distribution system designed to provide high R-values, increase air delivery, IAQ performance and exceptional water tight integrity that excels in providing high performance healthy air delivery for your HVAC applications. Thermaduct is a Kingspan KoolDuct fortified product that offers a fiber-free closed cell foam insulation, factory bonded to a high impact strength UV stable 1000 micron exterior vinyl shell. Thermaduct is highly resistant to punctures, rips, tears and has exceptional rigidity. Thermaduct's exclusive assembly process (Patent Pending) can virtually eliminate air leakage entirely while at the same time provide uncompromising water integrity.



OD Duct Construction Type

Place an "X" by the duct system that applies:

- R-8.1 Thermaduct (1 Layer - 1 3/16" Panel)
- R-12 Thermaduct (1 Layer - 1 3/4" Panel)
- R-16.2 Thermaduct (2 Layers - 1 3/16" Panel)
- R-20.1 Thermaduct (1 Layer - 1 3/4" Panel, 1 Layer - 1 3/16" Panel)
- R-24 Thermaduct (2 Layers - 1 3/4" Panel)

_____ " E.S.P.

Comments:



Standard Features

- Weather proof outdoor cladding
- High R-value
- Low air leakage
- Water tight
- Closed cell, zero fiber insulation
- Low and medium pressure class
- Sturdy hail and people resistant
- High impact resistance
- Passes the UL 181 mold growth test
- Low thermal expansion
- Standard white color **
- Heat reflective surface
- Fully assembled and factory sealed
- KoolDuct fortified interior
- Welded or cohesively bonded seams
- LEED point eligible
- 10 year warranty *

Properties

- Color: Polar white with reflective sheen
- Density: Shell offers a tensile strength of 6,350 psi
- Flammability: Core: Kingspan KoolDuct, 25/50 compliant Shell: V-0 per UL-94
- Thermal Conductivity: K = 0.146 BTU/in./ft²/hr./degree F
- Minimum R-value: R-8.1 both out of package and installed
- Temperature Limits: Interior; 185 F, Exterior; 165 F
- Closed Cell Content: >90%
- Vapor Barrier: Autohesively bonded aluminum foil with zero permeability 1000 micron UV stable vinyl
- Fire/Smoke Performance: UL 723 Flame spread / smoke development interior <25/50

* See warranty statement for full warranty details ** Other colors are available. Minimum order required

thermaduct

OUTDOOR DUCT SOLVED

Operating Recommendations:

It is recommended that the application of Thermaduct supplied be utilized for operation as a supply, return, fresh air and exhaust air ductwork applications for heating, ventilation, and air conditioning applications.

Air Velocity (Maximum)	5000 fpm / 25.4 m/s
Design Pressure (Maximum)	Designed up to Pos. and Neg. 10 in-w.g. / 2500 Pa *
Temperature	Internal; Continuous -15°F to +185°F
Size Limitations	None

* Proper reinforcement required

Compliance/Testing:

Thermaduct is comprised of a Kingspan KoolDuct fortified cladded duct system in accordance with the requirements of factory-made air ducts. Thermaduct OD is specifically designed for use in outdoor applications where adverse weather conditions will occur. Thermaduct incorporates the following standards:

UL 723, UL 181, 90A, 90B Interior;
ASTM D-638, ASTM D790, ASTM D-256, ASTM D-4226, ASTM D-4216, ASTM D-792, ASTM D-2240, ASTM D-696, ASTM D-648, UL-94 Exterior Cladding;

Frictional Properties:

Thermaduct is a factory assembled air distribution system that employs a smooth aluminum surface that has frictional characteristics much like that of galvanized sheet metal. As a result, the frictional pressure drop data for galvanized sheet metal ductwork can be applied when designing and specifying Thermaduct air distribution systems.

Health & Safety:

Thermaduct high efficiency outdoor air distribution systems have a non-fibrous insulation core that is odorless, non-tainting, non-deleterious, chemically inert and safe to use.

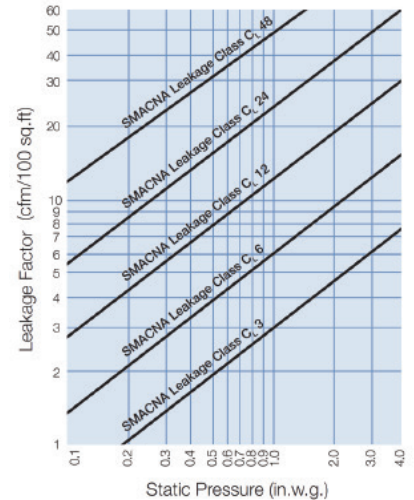
Additional Information:

Additional information, such as literature, job photos and case studies, can be found online at www.thermaduct.com or by calling (855) 566-5382. For general inquiries, you can also reach us at info@thermaduct.com.

Operating Recommendations:

Thermaduct is designed to withstand a continuous maximum static pressure of 10 inches water guage / 2500 pa* and is designed to have less than a SMACNA Air-Leakage Class 1 duct with the Thermaduct connection system.

Thermaduct is designed to provide the lowest air leakage rates in the industry. By combining two layers of an autohesively bonded aluminum foil vapor barrier to the inner and outer closed cell Kooltherm insulation core, all protected with 39 mil UV stable vinyl clad with welded or cohesively bonded seams...you simply cannot find a more air and water-tight outdoor duct system anywhere. Combining the best products and techniques to create the finest exterior air distribution product for outdoor ducting applications that we can manufacture.



This chart is based on SMACNA HVAC Air Duct Leakage Test Manual, 1985 Edition found in Figure 4-1 under "Duct Leakage Classification".

Code Compliance:

Thermaduct will meet or exceed the IECC: 2006, 2009, 2012, 2013 and 2015 energy code and ASHRAE 90.1.2004, 2007 and 2010 Energy Standards for Buildings for both return and supply air ducts for both commercial and residential applications.

Thermaduct is designed to meet the needs of outdoor duct applications by employing the assembly of the best technologies available in today's growing levels of energy saving performance. Thermaduct is manufactured under strict guidelines for health and safety in compliance to OSHA CFR29. All manufacturing is compliant to SMACNA duct construction methods employing trained and certified building trade professionals.



thermaduct

Thermaduct, LLC

26610 Eckel Rd

Perrysburg, OH 43551

(855) 809-6903

www.thermaduct.com



SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM

(Must be submitted a minimum of 14 days before the bid date)

Bidder: _____

Project No: **IFB 2023-188**

Project: **IFB 2023-188, Construction: CCADE Infirmiry Expansion**

Section: _____

Article/ Paragraph: _____

Proposed Substitution: **Gas Detection**

Manufacturer: **Critical Environment Technologies** Address: **#145-7931 Vantage Way Delta, British Columbia, Canada V4G 1M3**

Telephone: **604-940-8741** Proposed Model No.: **FCS Controller, cGas Detectors**

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.
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- 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: **Aaron Murphy**

Signed: _____

Firm: **McMillan James Equipment Company**

Address: **1044 Texan Trail**

Phone: **817-912-0800**

Grapevine, TX 76051

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.
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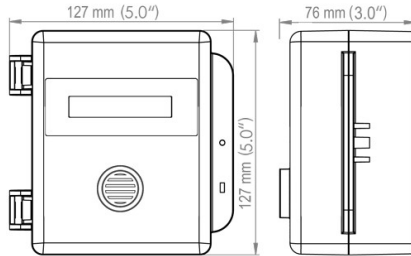
Signature: _____

Date: _____

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



TECHNICAL DRAWING



The cGas Detector is a digital transmitter that offers great flexibility at a lower cost with customized sensor combinations and specialized options for adding only the functionality you need. It can be configured with one or two gas sensors and is ideal for monitoring toxic, combustible and refrigerant gases in commercial and light industrial, non-hazardous (non-explosion rated) environments.

BACnet® or Modbus® output for communicating with a Controller or a Building Automation System is user selectable in the field. Pre-calibrated sensors with true Plug & Play Smart Sensor technology makes replacing sensors quick and easy. Powered by 24 VDC or ground reference AC, the digital cGas Detector has an LCD display, temperature compensation and the firmware and configuration can be upgraded in the field using the USB connection. Optional features include, RH and temperature monitoring, low temperature operation, relay and wash-down / water spray protection. The digital cGas Detector comes in a standard water / dust tight, corrosion resistant ABS / polycarbonate enclosure with a hinged, secured door. With the optional, factory installed splash guard (Option -S) the enclosure is IP54 rated and provides protection in water spray or wash down applications.

KEY FEATURES

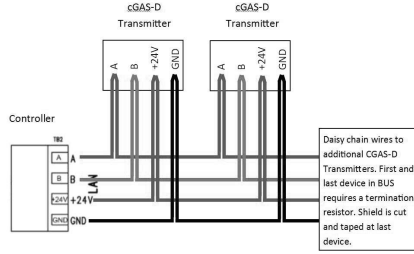
- » Up to 2 gas channel configurations
- » Field configurable BACnet® MS/TP RS-485 or Modbus® RTU RS-485 digital output signal
- » Easy Plug & Play Smart Sensor replacement at end of life
- » Bright LCD display
- » USB port for configuration changes and firmware upgrades
- » Internal 2A SPDT dry contact relay with or without internal buzzer (Option -RBZ or Option -RLY)
- » Optional RH & Temperature sensor (Option -RHT)
- » Optional low temperature operation package (Option -LT)
- » Optional factory installed splash guard (Option -S or Option -SN)
- » Standard water / dust tight, corrosion resistant enclosure (drip proof), IP54 rated with optional splash guard installed
- » Sensor Calibration Extending Firmware (CEF) for parking applications

APPLICATIONS

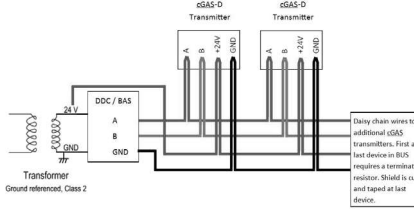
- » Parking Garages/Car Parks
- » Vehicle Repair Shops
- » Ice Arenas
- » Commercial Pools
- » Battery Charging Rooms
- » Manufacturing Plants
- » Maintenance Facilities
- » ... and many more

WIRING DIAGRAMS

CGAS-D connected to an FCS Controller (4-wire VDC)



CGAS-D Connected to a BAS/DDC (4-wire VAC)



TECHNICAL SPECIFICATIONS

TARGET GAS

Electrochemical - Ammonia, Carbon Monoxide, Carbon Dioxide, Chlorine, Ethylene, Ethylene Oxide, Formaldehyde, Hydrogen, Hydrogen Fluoride, Hydrogen Sulphide, Nitrogen Dioxide, Nitric Oxide, Oxygen, Ozone, Sulphur Dioxide

Combustibles (catalytic) - Ammonia, Hydrogen, Methane, Propane, Ethanol or Dimethyl Ether, Methanol

Infrared - Please refer to the cGas DETECTOR IR Transmitter Datasheet or the cGas DETECTOR CO₂ Transmitter Datasheet

Solid State - R22, R134A, R402A, R404A, R407C, R410A, R422D, R438A, R448A, R449A, R507A, R513A, R514A, TVOC

PID - TVOC

MECHANICAL

Enclosure ABS / Polycarbonate, IP54 rated with splash guard installed, copper coated interior to reduce RF interference



DIGITAL GAS DETECTORS DATASHEET

cGas DETECTOR Digital Transmitter

FIXED SYSTEMS

TECHNICAL SPECIFICATIONS

Weight	400 g / 14 oz
Size	127 x 127 x 76 mm / 5.0 x 5.0 x 3.0 inches

USER INTERFACE

Display (standard)	2-line by 16 character graphic LCD Operating Temp: 0°C to 40°C / 32°F to 104°F
Display (low temp) (Option LT)	2-line by 16 character OLED display Operating Temp: -40°C to 40°C / -40°F to 104°F
Push Buttons	Initiate calibration and menu options with internal UP, DOWN and ENTER push buttons
USB Port	Internal port for USB memory stick for field configuration updated / firmware upgrades

INPUT / OUTPUT

Output (user configurable)	BACnet® MS/TP (version 1 rev 14) RS-485 or Modbus® RTU (version 1.1b3) RS-485
RH & Temperature (Option RHT)	User selectable units DegC, DegF
Relay & Buzzer (Standard and Option -RBZ)	1 SPDT relay rated 30 volts, 2 amp max with internal buzzer rated 90 dB @ 10 cm / 4 in, enable/disable
Relay (Option -RLY)	1 SPDT relay rated 30 volts, 2 amp max

ELECTRICAL

Power Requirement	16-30 VDC, 3W*, Class 2 12-27 VAC, 50-60 Hz, 3 VA*, Class 2 *dependent on sensor type
Wiring	VDC or VAC (ground referenced) 4-conductor shielded, 16 AWG stranded within conduit, network wiring (daisy-chain)
Fuse(s)	Automatic resetting thermal

ENVIRONMENTAL

Operating Temperature	0°C to 40°C (32°F to 104°F) temperatures below 0°C / 32°F require Option-LT
Operating Humidity	15 - 90% RH non-condensing

CERTIFICATION

Conforms to:	CSA-C22.2 No. 205-12, UL508 (Edition 18):2018
Conforms to:	EMC Directive 2014/30/EU EN 50270:2015, Type 1, EN61010
CO Sensor Complies with:	UL2075, 2nd Edition, Standard for Gas and Vapour Detectors and Sensors
Conforms to:	FCC. This device complies with Part 15 of the FCC Rules.
Listed by:	BTL



¹CO sensor UL2075 Approved

²This is not a life safety device. This is a backup redundancy detector for monitoring potentially high levels of Ammonia.

Modbus® is a registered trademark of Gould Inc. Corporation. BACnet® is a registered trademark of American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

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PRODUCT CODES

Single Channel - 4 Series Electrochemical Sensors Lifespan

If a relay is needed, you must add Option -RBZ or Option -RLY

CGAS-D-CO ¹	Carbon Monoxide (CO) sensor (0 - 200 ppm)	~6yr
CGAS-D-CO-100 ¹	Carbon Monoxide (CO) sensor (0 - 100 ppm)	~6yr
CGAS-D-CO-250 ¹	Carbon Monoxide (CO) sensor (0 - 250 ppm)	~6yr
CGAS-D-CO-300 ¹	Carbon Monoxide (CO) sensor (0 - 300 ppm)	~6yr
CGAS-D-CO-500 ¹	Carbon Monoxide (CO) sensor (0 - 500 ppm)	~6yr
CGAS-D-EETO	Ethylene Oxide (C ₂ H ₄ O) sensor (0 - 20 ppm)	~2yr
CGAS-D-CH2O	Formaldehyde (CH ₂ O) sensor (0 - 5 ppm)	~2yr
CGAS-D-EH2	Hydrogen (H ₂) sensor (0 - 2,000 ppm)	~2yr
CGAS-D-H2S	Hydrogen Sulphide (H ₂ S) sensor (0 - 50 ppm)	~2yr
CGAS-D-NO	Nitric Oxide (NO) sensor (0 - 100 ppm)	~2yr
CGAS-D-NO2	Nitrogen Dioxide (NO ₂) sensor (0 - 10 ppm)	~3+yr
CGAS-D-O2	Oxygen (O ₂) sensor (0 - 25% volume)	~3yr
CGAS-D-SO2	Sulphur Dioxide (SO ₂) sensor (0 - 20 ppm)	~2yr

Single Channel - 4 Series Sticky Gas Sensors Lifespan

All models **cannot** have a relay or buzzer. Order 7 series models if relay and buzzer are required.

CGAS-D-CL2	Chlorine (Cl ₂) sensor (0 - 5 ppm)	~3yr
CGAS-D-CL2-10	Chlorine (Cl ₂) sensor (0 - 10 ppm)	~3yr
CGAS-D-CLO2	Chlorine Dioxide (ClO ₂) sensor (0 - 1 ppm)	~2yr
CGAS-D-F2	Fluorine (F ₂) sensor (0 - 1 ppm)	~2yr
CGAS-D-HCN	Hydrogen Cyanide (HCN) sensor (0 - 30 ppm)	~2yr
CGAS-D-HCL	Hydrogen Chloride (HCL) sensor (0 - 30 ppm)	~2yr
CGAS-D-HF	Hydrogen Fluoride (HF) sensor (0 - 10.0 ppm)	~2yr
CGAS-D-O3	Ozone (O ₃) sensor (0 - 1 ppm)	~2yr

Single Channel - 7 Series Electrochemical Sensors Lifespan

All models come standard with internal relay and buzzer

CGAS-D-7NH3	Ammonia (NH ₃) sensor (0 - 500 ppm)	~2yr
CGAS-D-7CO	Carbon Monoxide (CO) sensor (0 - 200 ppm)	~6yr
CGAS-D-7CL2	Chlorine (Cl ₂) sensor (0 - 5 ppm)	~3yr
CGAS-D-7CL2-10	Chlorine (Cl ₂) sensor (0 - 10 ppm)	~3yr
CGAS-D-7CLO2	Chlorine Dioxide (ClO ₂) sensor (0 - 1 ppm)	~2yr
CGAS-D-7C2H4	Ethylene (C ₂ H ₄) sensor (0 - 200 ppm)	~2yr
CGAS-D-7F2	Fluorine (F ₂) sensor (0 - 1 ppm)	~2yr
CGAS-D-7HCN	Hydrogen Cyanide (HCN) sensor (0 - 30 ppm)	~2yr



DIGITAL GAS DETECTORS DATASHEET

cGas DETECTOR Digital Transmitter

FIXED SYSTEMS

PRODUCT CODES

CGAS-D-7HCL	Hydrogen Chloride (HCL) sensor (0 - 30 ppm)	~2yr
CGAS-D-7HF	Hydrogen Fluoride (HF) sensor (0 - 10.0 ppm)	~2yr
CGAS-D-7H2S	Hydrogen Sulphide (H ₂ S) sensor (0 - 50 ppm)	~5yr
CGAS-D-7NO2	Nitrogen Dioxide (NO ₂) sensor (0 - 10 ppm)	~6yr
CGAS-D-7O3	Ozone (O ₃) sensor (0 - 1 ppm)	~2yr

Single Channel - Internal Catalytic Sensors Lifespan

If a relay is needed, you must add Option -RBZ or Option -RLY

CGAS-D-NH3-3% ²	Ammonia (NH ₃) sensor (0 - 3% vol)	~2yr
CGAS-D-CC4H10-100	Butane (C ₄ H ₁₀) sensor (0 - 100% LEL)	~5yr
CGAS-D-CC2H6O-100	Ethanol or Dimethyl Ether (C ₂ H ₆ O) sensor (0 - 100% LEL)	~5yr
CGAS-D-CH2-100	Hydrogen (H ₂) sensor (0 - 100% LEL)	~5yr
CGAS-D-CCH4-100	Methane (CH ₄) sensor (0 - 100% LEL)	~5yr
CGAS-D-CCH4O-100	Methanol (CH ₃ O) sensor (0 - 100% LEL)	~5yr
CGAS-D-CC3H8-100	Propane (C ₃ H ₈) sensor (0 - 100% LEL)	~5yr

Single Channel - Internal PID Sensors

If a relay is needed, you must add Option -RBZ or Option -RLY

CGAS-D-SPL	TVOC sensor (0 - 30 ppm)	
CGAS-D-SPH	TVOC sensor (0 - 300 ppm)	

Single Channel - Internal Solid State Refrigerant Sensors

If a relay is needed, you must add Option -RBZ or Option -RLY

CGAS-D-SR134A	R134A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR22	R22 sensor (0-2,000 ppm)	~5yr
CGAS-D-SR32	R32 sensor (0-2,000 ppm)	~5yr
CGAS-D-SR402A	R402A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR404A	R404A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR407C	R407C sensor (0-2,000 ppm)	~5yr
CGAS-D-SR407F	R407F sensor (0-2,000 ppm)	~5yr
CGAS-D-SR410A	R410A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR422A	R422A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR422D	R422D sensor (0-2,000 ppm)	~5yr
CGAS-D-SR427A	R427A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR438A	R438A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR448A	R448A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR449A	R449A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR450A	R450A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR452A	R452A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR507A	R507A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR513A	R513A sensor (0-2,000 ppm)	~5yr
CGAS-D-SR514A	R514A sensor (0-2,000 ppm)	~5yr

Single Channel - Remote Detection

If a relay is needed, you must add Option -RBZ or Option -RLY

CGAS-D-R	No internal sensor, add ESH-A Remote Sensor	
CGAS-D-RT	No internal sensor, add remote analog transmitter	

Single Channel - RH and Temperature Sensor

If a relay is needed, you must add Option RBZ or Option RLY

CGAS-D-RHT	Internal Relative Humidity and Temperature sensor	
------------	---	--

Dual Channel - Two Internal Electrochemical Sensors

All 2 channel models come with the internal relay and buzzer

CGAS-D-CO-NO2 ¹	Carbon Monoxide (CO) sensor (0 - 200 ppm) & Nitrogen Dioxide (NO ₂) sensor (0 - 10 ppm)	~6yr ~3+yr
CGAS-D-CO-O2 ¹	Carbon Monoxide (CO) sensor (0 - 200 ppm) & Oxygen (O ₂) sensor (0 - 25% vol)	~6yr ~3yr
CGAS-D-CO-C2H4 ¹	Carbon Monoxide (CO) sensor (0 - 200 ppm) & Ethylene (C ₂ H ₄) sensor (0 - 200 ppm)	~6yr ~2yr
CGAS-D-CO-H2S ¹	Carbon Monoxide (CO) sensor (0 - 200 ppm) & Hydrogen Sulphide (H ₂ S) sensor (0 - 50 ppm)	~6yr ~2yr
CGAS-D-CO-NO ¹	Carbon Monoxide (CO) sensor (0 - 200 ppm) & Nitric Oxide (NO) sensor (0 - 100 ppm)	~6yr ~2yr
CGAS-D-H2S-SO2	Hydrogen Sulphide (H ₂ S) sensor (0 - 50 ppm) & Sulphur Dioxide (SO ₂) sensor (0 - 20 ppm)	~6yr ~2yr

Dual Channel - One Internal Electrochemical Sensor + Remote Detection

All 2 channel models come with the internal relay and buzzer

CGAS-D-CO-R ¹	Internal Carbon Monoxide (CO) sensor (0 - 200 ppm), add ESH-A Remote Sensor	
CGAS-D-NO2-R	Internal Nitrogen Dioxide (NO ₂) sensor (0 - 10 ppm), add ESH-A Remote Sensor	
CGAS-D-CO-RT ¹	Internal Carbon Monoxide (CO) sensor (0 - 200 ppm), add remote analog transmitter	
CGAS-D-NO2-RT	Internal Nitrogen Dioxide (NO ₂) sensor (0 - 10 ppm), add remote analog transmitter	

ESH-A Remote Sensors

ESH-A-CC2H2-100	Catalytic combustible Acetylene (C ₂ H ₂) ESH-A Remote Sensor (0 - 100% LEL)	~5yr
ESH-A-CH2-100	Catalytic combustible Hydrogen (H ₂) sensor (0 - 100% LEL)	~5yr
ESH-A-CCH4-100	Catalytic combustible Methane (CH ₄) sensor (0 - 100% LEL)	~5yr
ESH-A-CC3H8-100	Catalytic combustible Propane (C ₃ H ₈) sensor (0 - 100% LEL)	~5yr
ESH-A-SPL	TVOC PID sensor (0 - 30 ppm)	



DIGITAL GAS DETECTORS DATASHEET

cGas DETECTOR Digital Transmitter

FIXED SYSTEMS

PRODUCT CODES

ESH-A-SPH	TVOC PID sensor (0 - 300 ppm)	
ESH-A-JET	Infrared Propane (C ₃ H ₈) sensor (0 - 100% LEL)	~8yr

OPTIONS (Factory installed)

-LT*	Low temperature package with OLED display and internal heater for cold environment applications down to -40°C / -40°F
-RBZ*	1 SPDT dry contact relay rated 30 volts, 2 amps max with internal audible alarm rated 90 dB @ 10 cm / 4 in
-RLY*	1 SPDT dry contact relay, rated 30 volts, 2 amps max
-RHT	RH & Temperature sensor (°C or °F)
-S	Splash Guard for non sticky gases, factory installed
-SN	Splash Guard for sticky gases (Cl ₂ , O ₃) and configurations with internal NO ₂ sensor, factory installed

*IMPORTANT NOTES ON OPTIONS:

The -LT option is not available with CGAS-D-EETO.

The -RBZ or -RLY Options can be added to all single channel:

- 4 series electrochemical toxic gas sensors
- Combustible gas, solid state refrigerant or PID TVOC sensors

All 4 series sticky gas models cannot have a relay or buzzer.

All 7 series electrochemical gas sensors (including sticky gases) come standard with the relay and buzzer.

ACCESSORIES

CET-SGC	Calibration Adapter Clip for Option -S
CET-715A-CK1	Calibration Kit for 17, 34, 58, 74, 100 L cylinders, 0.5 LPM flow regulator & adapter to fit 17 L cylinder
DUCT KIT 301A	Metal probe assembly for fixed system, two lengths of 1.23 m / 4 ft tubing, adapter plug and dust filter (available for use with select gases)
SCS-8000-RSG	Small, 16 gauge protective guard
SCS-8000-WSG	Small, 16 gauge protective splash guard

NOTE: Please refer to the respective datasheet for information on the cGas DETECTOR Digital Transmitter with:

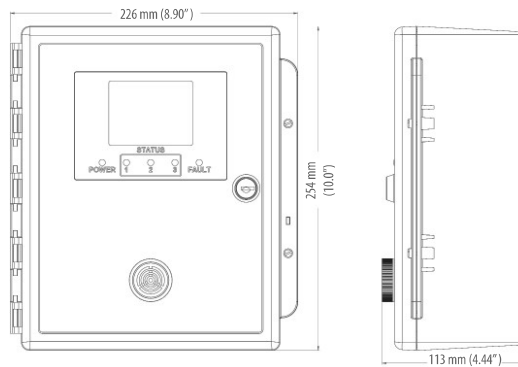
- Infrared Refrigerant sensors
- Carbon Dioxide (CO₂) sensors

FCS System Controller – 128 Channels

FIXED SYSTEMS



TECHNICAL DRAWING



Note: Drawings above are shown with the optional door lock.

The FCS Flexible Control System is a sophisticated, high performance system controller that offers up to 128 gas channel configurations for monitoring toxic, combustible or refrigerant gases with versatile control functionality for non-hazardous, non-explosion rated, commercial and light industrial applications. The FCS is designed to accept inputs from digital and/or analog transmitters and/or Peripheral Devices (in various combinations), using Modbus® RTU RS-485 or 4-20 mA analog input.

The FCS Flexible Control system is available in two models: the FCS-M with Modbus® RTU RS-485 output or the FCS-B with BACnet® MS/TP RS-485 output for communicating with a Building Automation System (BAS).

Standard features include, 4 internal SPDT dry contact relays, a full colour LCD resistive touch screen with an LED panel indicating channel alarm status, relay status and fault conditions, an extensive menu system with password protection, enhanced logic control, priorities / zoning capabilities, a USB port for firmware upgrades, data logging and a door-mounted audible alarm.

Optional value added features include, analog inputs and/or analog outputs, a top mounted strobe, a locking door, manual shut off switch, and a water tight audible alarm.

The FCS can be configured to comply with California Title-24 Building Energy Efficiency Standards. Specification details need to be given at time of order and additional settings can be implemented in the field as required.

KEY FEATURES

- » Up to 128 channels of gas readings
- » Graphic, full colour, resistive touch LCD display with LED indicators
- » Data logging
- » Four internal SPDT dry contact relays
- » 2 horn/strobe output drives
- » Up to 8 configurable internal analog inputs (optional) and/or analog outputs (optional)
- » Modbus® RTU RS-485 LAN protocol for communicating with transmitters and Peripheral Devices
- » Modbus® RTU RS-485 (FCS-M) or BACnet® MS/TP RS-485 (FCS-B) WAN output for communicating with a BAS or DDC
- » Supports 4-20 mA and Modbus® driven VFDs
- » Enhanced logic control, zoning and priorities capabilities
- » USB port for firmware upgrades
- » Configurable compliance with California Title-24 Building Energy Efficiency Standards
- » Standard water / dust tight, corrosion resistant enclosure (drip proof); with optional lockable door. IP54 rating with door mounted, water tight buzzer installed.
- » RoHS compliant circuit boards

APPLICATIONS

- » Enclosed Parking Facilities
- » Distribution Warehouses
- » Indoor Recreation Facilities
- » Cold Storage / Freezer Rooms / Food Processing Plants
- » Chemical Storage Rooms
- » Greenhouse Production Facilities
- » ... and many more

TECHNICAL SPECIFICATIONS

MECHANICAL

Enclosure	ABS / Polycarbonate, IP54 rating with door mounted, water tight buzzer installed, copper coated interior to reduce RF interference
Weight	1.8 kg / 4 lbs
Size	254 x 226 x 113 mm 10.0 x 8.9 x 4.44 in

USER INTERFACE

Display	8.1 cm (3.2") graphic, 1/4 VGA full colour resistive touch LCD screen with LED indicators for "POWER", "STATUS 1, 2 and 3" and "FAULT"
----------------	--

INPUT / OUTPUT

Input	- Modbus® RS-485 input - 4-20 mA analog input (optional)
Output	- Modbus® RTU RS-485 WAN (model: FCS-M) - BACnet® MS/TP WAN (model: FCS-B) - 4-20 mA analog output (optional) - Modbus® RTU RS-485 LAN - Two drive outputs for strobe/horn e.g. RSH-24-R (0.5 A @ 24 VDC max)
Relays	Four internal SPDT dry contact relays rated 5 A @ 240 VAC
Audible Alarm	- Standard loud, door mounted buzzer, rated 90 dB @ 30 cm (1 ft) - Optional door mounted, water tight buzzer, rated 85 dB @ 60.96 cm (2 ft)



GAS DETECTION CONTROLLERS DATASHEET

FCS System Controller – 128 Channels

FIXED SYSTEMS

TECHNICAL SPECIFICATIONS CON'T

ELECTRICAL

Power Requirement Line Voltage 90 - 240 VAC
50 - 60 Hz, 75 W

Power Distribution Total power available to Options, Remote and Peripheral Devices
65 W @ 24 VDC

Wiring

- VAC (line voltage) 3-conductor shielded
- LAN Modbus® RTU RS-485 4-conductor shielded
- WAN (output to BAS only): 4-conductor, 16 AWG, stranded shielded Modbus RTU (version 1.1b3) RS-485 or BACnet MS/TP (version 1 rev 14) RS-485

Fuses Thermal, resetting

ENVIRONMENTAL

Operating Temperature -20°C to 40°C (-4°F to 104°F), lower temperature option available

Humidity 15 - 90% RH non-condensing

CERTIFICATION

Conforms to: CSA-C22.2 No. 205-12, UL508 (Edition 17):2007

Conforms to: EMC Directive 2004/108/EC EN 50270:2006, Type 1, EN61010

Conforms to: FCC. This device complies with Part 15 of the FCC Rules.

FCS-B, FCS-B-X models are Listed by BTL (where X represents one or more factory installed Options)



ACCESSORIES

SCS-8000-SPG Metal protective guard, large, 16 gauge, galvanized metal guards for controller

CET-SS Wall mounted adjustable outdoor sun shade, cover protects from sun, glare and inclement weather

The maximum number of relays (internal + remote) the FCS can accommodate is 64. The 4 internal relays plus 2 strobe/horn drives plus 1 internal buzzer equals 7 relay connections if all are in use (default). The RLY-4 offers an additional 4 remote relays plus 2 strobe/horn drives and the RLY-8 offers 8 remote relays plus 4 strobe/horn drives. Depending on how many relays are being used and how many strobe/horns are connected will determine the maximum number of RLY-4 or RLY-8 remote relay devices you can connect.

PRODUCT CODES

FCS-M 128 channel Controller with Modbus® WAN output to BAS

FCS-B 128 channel Controller with BACnet® WAN output to BAS

OPTIONS (Factory installed) Add at the end of the "Part Number".

AI 4 internal 4-20 mA Analog Inputs

2AI 8 internal 4-20 mA Analog Inputs

AO 4 internal 4-20 mA Analog Outputs

2AO 8 internal Analog Outputs, 4-20 mA

AIAO 4 internal Analog Inputs and 4 internal Analog Outputs, 4-20 mA

DL Enclosure door lock and keys

IH Internal heater for cold environment applications down to -40°C / -40°F

L Top mounted strobe, red lens, IP65 rated 6.1 cm dia x 13 cm H / 2.4 in dia x 5.2 in H)

SW Manual shutoff switch (meets B52 Code for refrigeration applications)

WA Door mounted, water tight audible alarm, rated 85 dB @ 60.96 cm (2 ft)

REMOTE & PERIPHERAL DEVICES

QCC-RDM Remote Display Module, Modbus® RS-485

QCC-RDM-L2 Remote Display Module with side mounted strobe, Modbus® RS-485

LNK-AI Analog Input Peripheral Device, Modbus® RS-485 with four 4-20 mA inputs

LNK-AO Analog Output Peripheral Device, Modbus® RS-485 with four 4-20 mA outputs

LNK-XT Peripheral Device Network BUS Extender that extends the Modbus® RS-485 wire length

RLY-4 Remote Relay Output, Modbus® RS-485 with four relays, rated 5A @ 240 volts each plus 2 horn/strobe output drives 5A @ 24 VDC max

RLY-8 Remote Relay Output, Modbus® RS-485 with eight relays, rated 5A @ 240 volts each plus 2 horn/strobe output drives 5A @ 24 VDC max

RPS-24VDC Remote Power Supply, provides power to extend the network of remote and peripheral devices

RSA-24V Remote LED strobe light with audible, red lens, 8.9 cm / 3.5", comes with mounting bracket

RSH-24V-A Remote Horn/Strobe Combo, unmounted, 24 VAC/VDC, rated 99 dB @ 3 m (10 ft) (VAC), 97 dB @ 3 m (10 ft) (VDC)
RSH-24V-B
RSH-24V-R Choice of Amber, Blue or Red lens

HORN 120V Surface mount Industrial Horn, rated 78 to 103 dB @ 3 m (10 ft), includes mounting bracket, indoor use only

HORN 120V-W Conduit or surface mount Industrial Horn, rated 78 to 103 dB @ 3 m (10 ft), includes mounting bracket, NEMA 4X, indoor or outdoor use

Maximums
60 analog inputs
60 analog outputs
20 remote display modules
6 network extenders

BACnet® is a registered trademark of American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE). Modbus® is a registered trademark of Gould Inc. Corporation.

SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM

(Must be submitted a minimum of 14 days before the bid date)

Bidder: _____

Project No: **IFB 2023-188**

Project: **IFB 2023-188, Construction: CCADE Infirmiry Expansion**

Section: **23 31 13 -6**

Article/ Paragraph: **2.5, Fire and Smoke Dampers**

Proposed Substitution: **Life Safety Dampers**

Manufacturer: **United Enertech** Address: **3005 S. Hickory Street, Chattanooga, TN 37407**

Telephone: **423-698-7715** Proposed Model No.: **F/S (Fire/Smoke), FDD (Fire), S (Smoke)**

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: **Aaron Murphy**

Signed: _____

Firm: **McMillan James Equipment Company**

Address: **1044 Texan Trail**

Phone: **817-912-0800**

Grapevine, TX 76051

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

MD prefers sleeved FSD
 - The actuator must meet the requirements in the specification. Full activation in 10 seconds

MODEL FDD-SB

CURTAIN FIRE DAMPER
U.L. 555 CLASSIFIED 1-1/2 AND 3 HOURS
FOR USE IN DYNAMIC OR STATIC SYSTEMS

Application and Design

The Model FDD-SB is UL Classified for installation in walls, floors, and partitions with a fire rating of less than 3 hours. This damper may be installed vertically or horizontally in dynamic HVAC systems that continue to run in the event of fire. Also approved for static systems (See optional 3 hr rating)

Standard Construction

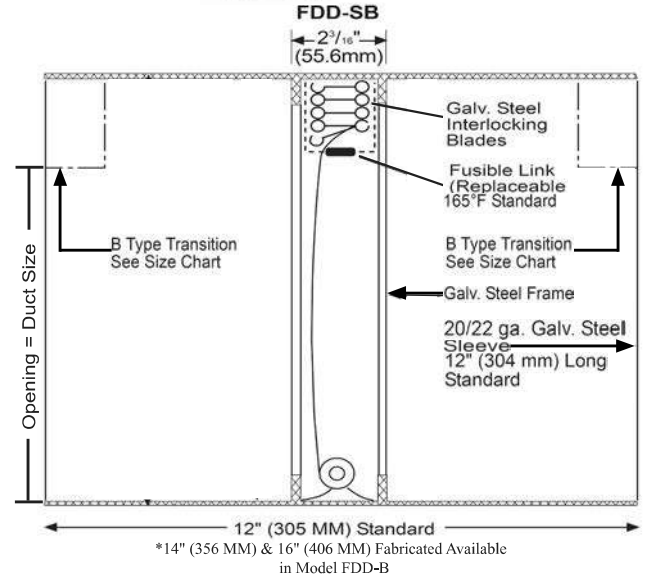
- Frame:** 12" Roll formed Frame - Galvanized Steel - Integral Sleeve
- Blades:** Low Profile Roll Formed - Galvanized Steel
- Closure Springs** (horizontal models only): Stainless Steel constant force coil
- Fusible Link - UL-33:** UL Listed 165°F (Standard), 212°F (Optional)
- Maximum Velocity:** 2000 FPM (10.2 M/S)
- Maximum Pressure:** 4" WG (1KPA)

Model FDD-SB meets or complies with the following as a fire damper:
All major building codes, including IBC/ICC International Code
UL 555 Listing 1-1/2 and 3 Hour - File #R25410
ULC S112
NFPA - 90A, 80

Note: Refer to installation instructions for required opening in fire rated barrier.

Note: Dampers are furnished Approx. as given duct dimensions, unless otherwise noted.

Note: Due to continuing research, UE reserves the right to change specifications without notice.



SIZE CHART

Duct Height	Type "B" Damper Height
Inch	Inches
4	6
5	7
6	8
7	9
8	10
9	11
10	12
11	13
12	14
13	15
14	16
15	17
16	18
17	19
18	20
19	21
20	23
21	24
22	25
23	26
24	27
25	28
26	29
27	30
28	31
29	32
30	33
31	34
32	35

- See Chart for overall sizes

Options:

- Retaining Angles
 - One Side
 - Both Sides
- 3 Hour Rating
- Mounting:
 - Horizontal
 - Vertical

Standard Sizes (duct) 1-1/2 Hour & 3 Hour		
Min. V or H	*Max. Vertical Size	*Max. Horizontal Size
6" X 4" 152mm X 101mm	72"W X 32"H 1829mm X 813mm	36"W X 32"H 914mm X 813mm

* May consist of multi-sections

Job Name: _____

Location: _____

Architect: _____

Engineer: _____

Contractor: _____

MODEL FDD-SB

DRAWN BY: MAB	DATE: 10-23-07	REV. DATE: 06-17-09
REV. NO. 5	APPROVED BY: SDC	DWG. NO.: A-5

MODEL F/S-3V-I & F/S-3V-3-I Combination Fire/Smoke Damper

UL 555 and ULC S112 Listed for 1-1/2 and 3 Hour Rated
UL 555S and ULC S112.1 Listed Class I Leakage

UL File No.
R25410

Standard Construction:

- Frame:** Roll formed galvanized steel hat-section with staked corners and integral bracing.
 - Blades:** 16 ga. roll formed galvanized steel.
Minimum width: 4.25" (108 mm)
Maximum width: 7.25" (184 mm)
 - Bearings:** Bronze Oilite, press-fit into frame.
 - Axles:** Square, plated steel.
 - Seals:** Pressure sensitive 450°F silicone blade edge seals and flexible metal jamb seals.
 - Linkage:** Concealed in frame. Linkage bars are .125" (3.2 mm) thick plated steel.
 - Controlled Closure Device: (Heat Activated)**
EFL - 165°F Standard, 212°F, 250°F, 350°F available
PFL - 165°F Standard, 212°F available
- Due to space limitations, Dampers below 12" tall with no sleeve and actuators in the airstream will be equipped with a spring/fuselink assembly in lieu of the EFL temperature response device.
- Finish:** Mill galvanized.
- Actuator:** UL Approved, See Actuator Page, depends on damper size and temperature rating, External or Internal Mounted.
- Maximum Velocity:** 2000 fpm (10.2 m/s) on all sizes.
- Maximum Pressure:** 4" w.g. (1kPa)

Sizes:

- Minimum Size:** 6" w x 6" h (203mm x 152mm)(Ext. Actuator)
 - Minimum Size:** 10" w x 14" h (254mm x 356mm)(Int. Actuator)
 - Max. - Single Section:** 36" w x 48" h (914mm x 1219mm)
 - Max. - 1-1/2 hr. Vertical:** 108" w x 96" h (2743mm x 2438mm)
 - Max. - 1-1/2 hr. Horizontal:** 144" w x 96" h (3658mm x 2438mm)*
 - Max. - 3 hr. Vertical:** 72" w x 48" h (1828mm x 1219mm)
 - Max. - 3 hr. Horizontal:** 72" w x 48" h (1828mm x 1219mm)
- *(May ship in Multiple Sections For Field Assembly)

Features:

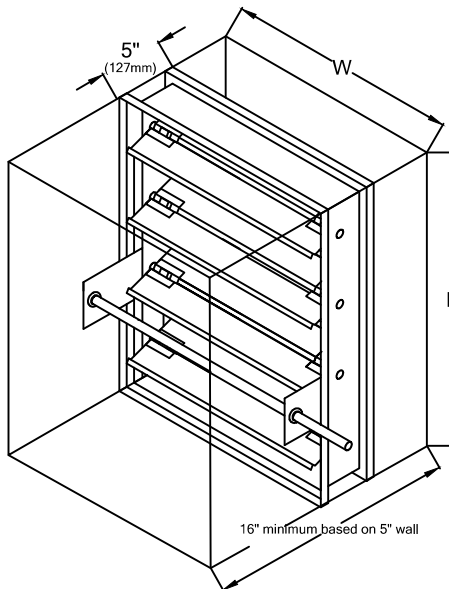
- The F/S-3V-I or F/S-3V-3-I series Combination Fire/Smoke Dampers have been designed and tested to exceed all UL, ULC, and NFPA requirements for fire dampers as well as smoke dampers.
- F/S-3V-I is UL 555 and ULC S112 listed and labeled as an 1-1/2 hour rated fire damper.
- F/S-3V-3-I is UL 555 and ULC S112 listed and labeled as a 3 hour rated fire damper.
- UL and ULC listed for both vertical and horizontal mountings.
- UL 555S /ULC S112.1 listed and labeled as a Class I rated Smoke Damper with airflow in both directions. Class I provides for a max. leakage of 8 cfm/sq ft at 4.0" wg static pressure.

Notes:

- Non-sleeved dampers with side plates are furnished approximately 1/4" (6.4 mm) smaller than given duct dimensions. Sleeved dampers are furnished approximately same size as given duct dimension unless otherwise noted.
- Not recommended with blades running vertical.
- It is recommended the damper must be inspected and cycled at intervals not greater than every twelve months or in accordance with NFPA 80, 90A, 92A, local codes and the actuator manufacturer.

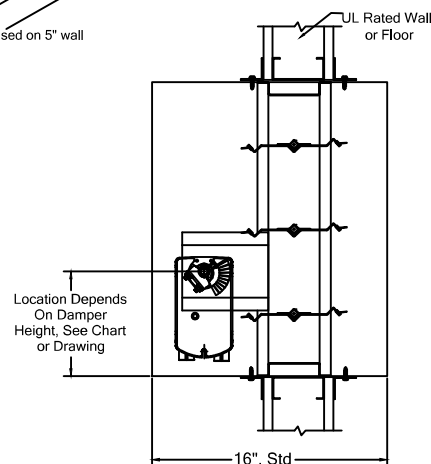
Suggested Specifications:

Combination Fire/Smoke Dampers shall be model: F/S-3V-I or F/S-3V-3-I, by United Enertech. Fire/Smoke Dampers shall bear the Underwriters Laboratories labels for both Fire Dampers and Smoke Dampers. UL 555S / ULC S112.1 ratings shall be Class I with leakage not to exceed 8 cfm per sq ft. at 4.0" static pressure for any size. Linkage shall be of the concealed type for maximum free area.



U.L. 555S Classified at 250°F or 350°F depending upon Actuator/Operator
*See Actuator/Operator Schedule

Note: Due to continuing research, UE reserves the right to change specifications without notice.



Options:

- Factory sleeves _____ ga. (20 ga minimum).
Length _____ inches (min. 16").
(16" x 20 ga side plate provided if no sleeve is indicated, Act. External)
- Retaining Angles
 - One Side
 - Both Sides
- Transitions
 - Round
 - Oval
- Actuator
 - Electric, _____ vac (Voltage)
 - Pneumatic, 25 psi
- Grille Mtg. - 3/4" Mounted Face Flange
 - Shipped loose, 1" (if external actuator)
- Mounting Orientation
 - Vertical
 - Horizontal
- Smoke Detector
 - Ionization
 - Photoelectric
 - DTO/RE w/ M/S Package
 - M/S Blade Mounted end switch
 - Built in Actuator position End Switch
- Remote Control Boxes
 - RCB-1
 - RCB-2
 - RCB-3
 - RCB-4

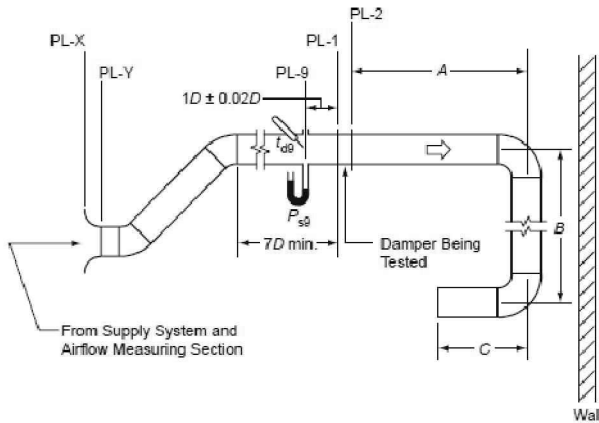
Job Name:	<input type="checkbox"/> MODEL F/S-3V-I (1-1/2 hour)		
Location:	<input type="checkbox"/> MODEL F/S-3V-3-I (3 hour)		
Architect:	DRAWN BY: GAB	DATE: 11-12-07	REV. DATE: 2-11-20
Engineer:	REV. NO. 8	APPROVED BY: CLJ	DWG. NO.: P-40
Contractor:			

Performance Data

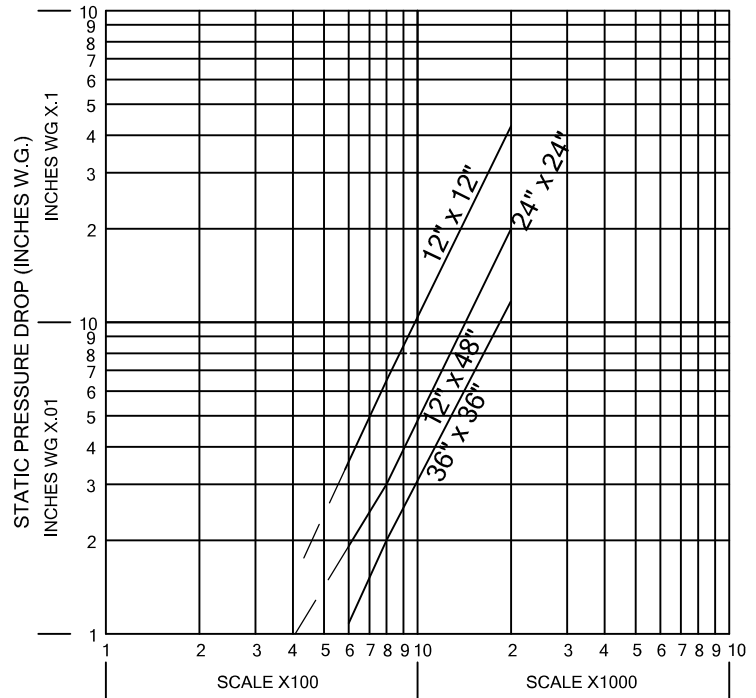


United Energetech certifies that the F/S-3V-I is licensed to bear the AMCA Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 511 and comply with the requirements of the AMCA Certified Ratings Program. The AMCA Certified Rating Seal applies to Air Performance ratings only.

Pressure drop test per AMCA Standard 500-D, Figure 5.3.

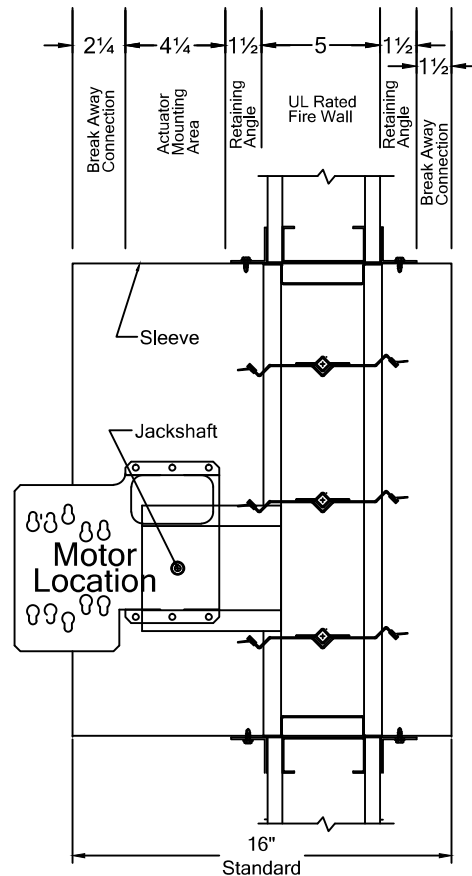


AIR FLOW RESISTANCE



CD-110, 111 sizes: 12" x 12", 24" x 24", 48" x 12", 12" x 48", 36" x 36"
(305 x 305mm, 610 x 610mm, 1219 x 305mm, 305 x 1219mm, 914 x 914mm)
Data corrected to standard air density

When the actuator is externally mounted and the wall thickness exceeds 5 inches, add 1 inch for each additional inch of wall thickness increased, to ensure sleeve extends through the penetration. As standard the actuator is externally installed on the lower right hand half of the damper when viewed from the jackshaft side. The damper may be installed or rotated 180° such that the actuator will be located on the upper left. The top of the damper is either side of the frame as long as the blades are running horizontal. When ordering internally mounted actuators, be aware there is a min. height requirement (in some cases the sleeve can be increased to allow for internal mounting). The entire damper frame does not have to be installed in the plane of the wall/floor. The rule of thumb is "with the damper in the closed position, the blade plane should be within the plane of the UL rated wall/floor".



SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM

(Must be submitted a minimum of 14 days before the bid date)

Bidder: _____

Project No: **IFB 2023-188**

Project: **IFB 2023-188, Construction: CCADE Infirmiry Expansion**

Section: **23 37 13 - 2**

Article/ Paragraph: **2.2 Louvers**

Proposed Substitution: **Louvers**

Manufacturer: **United Enertech** Address: **3005 S. Hickory Street, Chattanooga, TN 37407**

Telephone: **423-698-7715** Proposed Model No.: **D-HFA-6, CFL-D-6**

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: **Aaron Murphy**

Signed: _____

Firm: **McMillan James Equipment Company**

Address: **1044 Texan Trail**

Phone: **817-912-0800**

Grapevine, TX 76051

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

MODEL D-HFA-6

HIGH PERFORMANCE 6" FIXED LOUVER

STANDARD CONSTRUCTION:

Frame: 0.125" Extruded Aluminum, 6.20" Deep

Blade: .081 Extruded Aluminum positioned on a 37° angle on approximately 4.64" centers

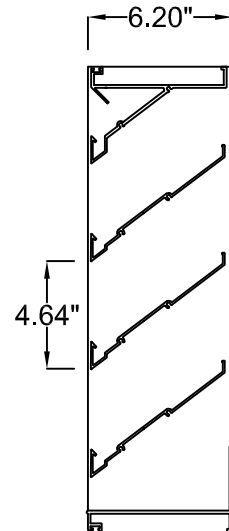
Birdscreen: 0.75" x .051" Flattened Aluminum in removable frame. Screen is mounted as standard on inside (rear) as looking from exterior of building.

Finish: Mill Aluminum (Std.)

Minimum Size: 12 x12

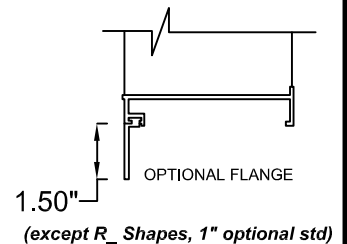
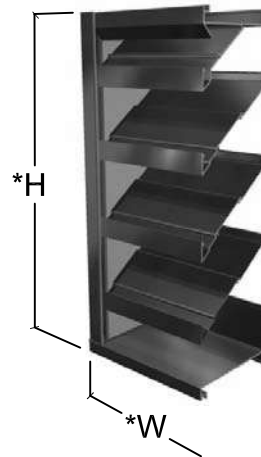
Maximum Single Section: 84"w x 120"h or 120"w x 84"h

Note: 10' Max Width



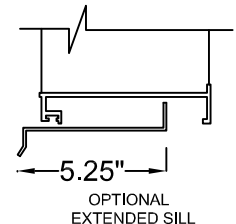
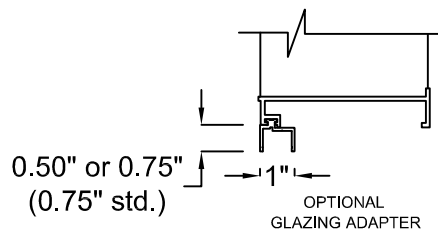
OPTIONS:

- Flanged Frame (1.50" std.), (1" std for shapes R_)
- Custom Flange (1", 2" , or 3"), (1.5", 2", or 3" for shapes R_)
- Glazing Adapter (0.50" or 0.75")
- Extended Sill
- Insect Screen (Other Screens Available, See Screen Page)
- Filter Racks (no screen)
- Security Bars
- Hinged Sub Frame
- Welded Construction (Wind Load +/- 50 psf)
- Blank-off, Alum., non-insulated, no screen, non-removeable
- Blank-off, Alum., non-insulated, with bird screen or insect screen
- Blank-off, Alum., insulated double wall, with bird screen, removable
- Blank-off, Alum., insulated double wall, no screen, non-removeable



AVAILABLE FINISHES:

- Durable Polyester (AAMA 2604)
- 70% PVDF Fluoropolymer (AAMA 2605)
- Yellow Primer
- Clear Anodize
- Dark Bronze Anodize



*Width and Height dimensions are approximately 1/4" under listed size.

Due to continuing research, United Enertech reserves the right to change specifications without notice.



3005 South Hickory Street
Chattanooga, Tennessee 37407
Tel: (423) 698-7715
Fax: (423) 698-6629
www.unitedenertech.com

MODEL D-HFA-6 (Drainable Blade w/ Jamb Gutters and Downspouts)

DRAWN BY: CLJ	DATE: December 2015	REV. DATE:	REV. NO.	APPROVED BY: MD	DWG. NO.: A-3a
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SUGGESTED SPECIFICATION

Furnish and install louvers as hereinafter specified where shown on plans or as described in schedules. Louvers shall be stationary drainable type with drain gutters in each blade and downspouts in jambs and mullions. Stationary drainable blades shall be contained within a 6.20" frame. Louver components (heads, jambs, sills, blades, and mullions) shall be factory assembled by the louver manufacturer. Louver sizes too large for shipping shall be built up by the contractor from factory assembled louver sections to provide overall sizes required. Louver design shall incorporate structural supports required to withstand a wind load of 30 lbs. Per sq. ft. (equivalent of a 110 mph wind), United Enertech Model D-HFA-6

*50 PSF Rating available.



United Enertech certifies that the D-HFA-6 shown herein is licensed to bear the AMCA Seal. The ratings shown are based on tests and procedures performed in accordance with AMCA Publication 511 and comply with the requirements of the AMCA Certified Ratings Program. The AMCA certified rating seal applies to air performance ratings and water penetration ratings.

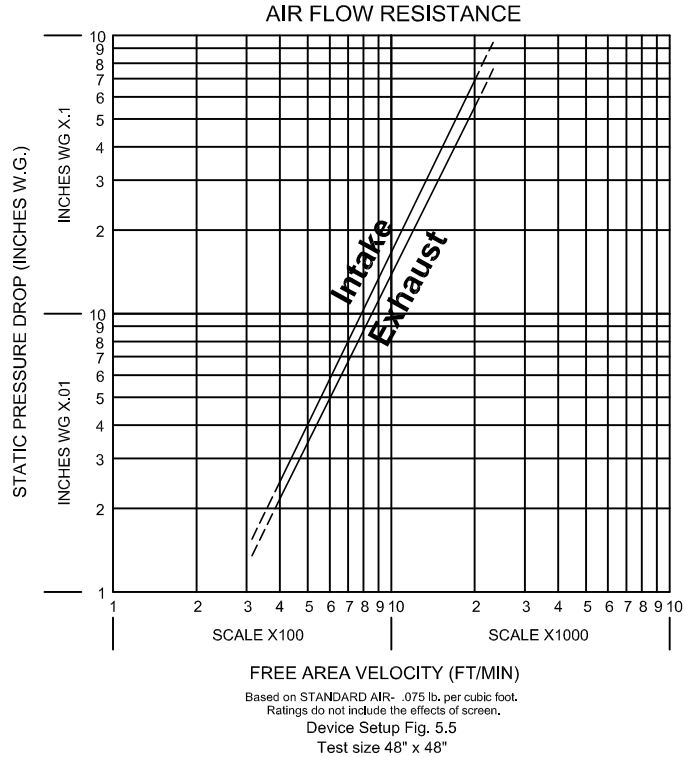
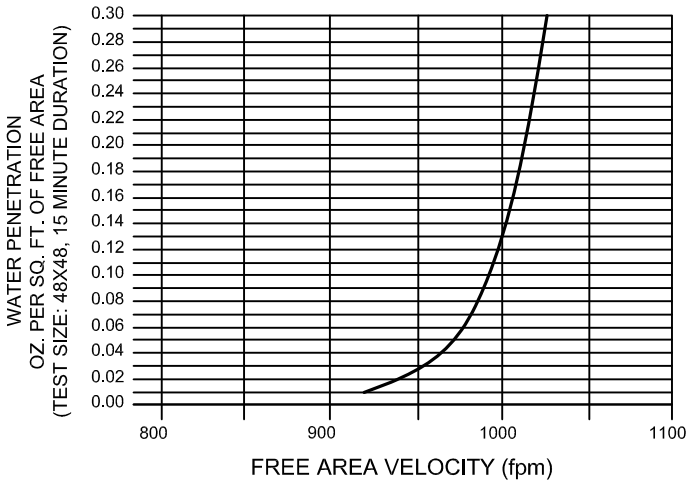
PERFORMANCE DATA

Beginning point of WATER PENETRATION

is

915 fpm

free area velocity at .01 oz. of water penetration



D-HFA-6 FREE AREA IN SQ. FT.

Louver Height Inches	Width - Inches																Louver Height Inches			
	12	18	24	30	36	42	48	54	60	66	72	78	84	90	96	102		108	114	120
12	0.33	0.54	0.75	0.95	1.16	1.36	1.57	1.77	1.98	2.19	2.39	2.60	2.80	3.01	3.21	3.42	3.63	3.83	4.04	12
18	0.56	0.91	1.26	1.61	1.96	2.30	2.65	3.00	3.35	3.69	4.04	4.39	4.74	5.08	5.43	5.78	6.13	6.47	6.82	18
24	0.86	1.39	1.93	2.46	2.99	3.52	4.05	4.58	5.11	5.64	6.18	6.71	7.24	7.77	8.30	8.83	9.36	9.89	10.43	24
30	1.18	1.90	2.62	3.35	4.07	4.80	5.52	6.24	6.97	7.69	8.42	9.14	9.86	10.59	11.31	12.04	12.76	13.48	14.21	30
36	1.41	2.27	3.14	4.00	4.87	5.74	6.60	7.47	8.33	9.20	10.07	10.93	11.80	12.66	13.53	14.39	15.26	16.13	16.99	36
42	1.71	2.75	3.80	4.85	5.90	6.95	8.00	9.05	10.10	11.15	12.20	13.25	14.30	15.35	16.40	17.45	18.50	19.55	20.60	42
48	2.03	3.29	4.54	5.79	7.04	8.30	9.55	10.80	12.05	13.30	14.56	15.81	17.06	18.31	19.56	20.82	22.07	23.32	24.57	48
54	2.27	3.66	5.05	6.45	7.84	9.24	10.63	12.02	13.42	14.81	16.21	17.60	18.99	20.39	21.78	23.18	24.57	25.96	27.36	54
60	2.56	4.14	5.72	7.30	8.87	10.45	12.03	13.61	15.18	16.76	18.34	19.92	21.49	23.07	24.65	26.23	27.80	29.38	30.96	60
66	2.88	4.65	6.42	8.19	9.96	11.73	13.50	15.27	17.04	18.81	20.58	22.35	24.12	25.89	27.66	29.43	31.20	32.97	34.74	66
72	3.11	5.02	6.93	8.84	10.76	12.67	14.58	16.49	18.41	20.32	22.23	24.14	26.05	27.97	29.88	31.79	33.70	35.61	37.53	72
78	3.41	5.50	7.60	9.69	11.79	13.88	15.98	18.08	20.17	22.27	24.36	26.46	28.56	30.65	32.75	34.84	36.94	39.03	41.13	78
84	3.72	6.01	8.30	10.58	12.87	15.16	17.45	19.74	22.03	24.32	26.60	28.89	31.18	33.47	35.76	38.05	40.33	42.62	44.91	84
90	3.95	6.38	8.81	11.24	13.67	16.10	18.53	20.96	23.39	25.82	28.25	30.68	33.11							
96	4.25	6.86	9.48	12.09	14.70	17.32	19.93	22.55	25.16	27.77	30.39	33.00	35.62							
102	4.56	7.37	10.17	12.98	15.79	18.59	21.40	24.21	27.01	29.82	32.63	35.43	38.24							
108	4.79	7.74	10.69	13.64	16.59	19.53	22.48	25.43	28.38	31.33	34.28	37.23	40.18							
114	5.09	8.22	11.35	14.49	17.62	20.75	23.88	27.02	30.15	33.28	36.41	39.54	42.68							
120	5.40	8.73	12.05	15.38	18.70	22.03	25.35	28.68	32.00	35.33	38.65	41.98	45.30							

MODEL CFL-D-6

HIGH PERFORMANCE COMBINATION LOUVER/DAMPER 6"

STANDARD CONSTRUCTION:

- FRAME:** .125" Extruded Aluminum 6.20" deep.
- ADJUSTABLE BLADE:** .125" Extruded Aluminum
- FIXED BLADE:** .081 Extruded Aluminum Positioned on a 37° angle on approximately 3.58" centers.
- LINKAGE:** Jamb Linkage

BIRDSCREEN:

.50" X .050 Flattened Aluminum in Removable Frame. Screen is mounted on inside (rear) as looking from exterior of building.

FINISH: Mill aluminum (std.)

MINIMUM SIZE: 12"w x 12"h

MAXIMUM SIZE:

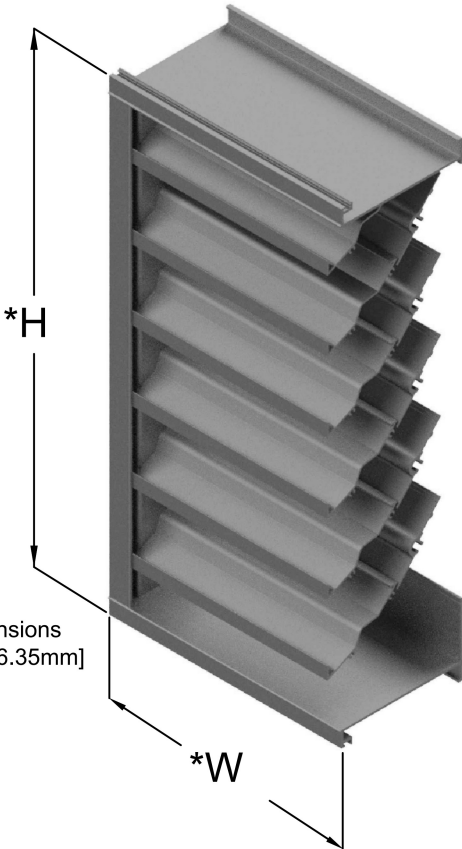
Factory assembled multi-section max: 84"w x 120"h or 120"w x 84"h
 60"w x 120"h single section
 Larger sizes are field assembled.

OPTIONS:

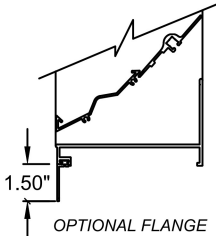
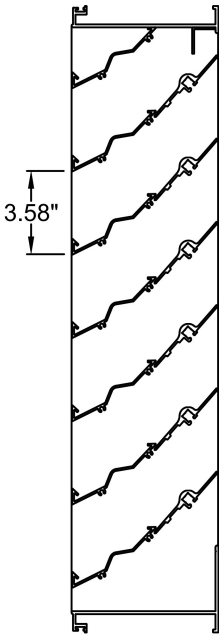
- Flanged Frame (1.5" std.)
- Custom Flange (1", 2", or 3")
- Glazing Adapter (.50" or .75")
- Extended Sill
- Hinged Sub Frame
- Filter Racks (no screen)
- .125" Construction
- Blank-off, Alum., non-insulated, no screen, non-removeable
- Blank-off, Alum., non-insulated, with bird screen or insect screen
- Blank-off, Alum., insulated double wall, with bird screen, removable
- Blank-off, Alum., insulated double wall, no screen, non-removeable
- Actuator: See Actuator Selection Chart
- Blade Seals
- Stainless Steel Compression Jamb Seals
- Insect Screen
- Security Bars

AVAILABLE FINISHES:

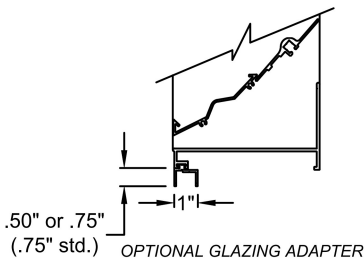
- Durable Polyester (AAMA 2604)
- 70% PVDF Fluoropolymer (AAMA 2605)
- Yellow Primer
- Clear Anodize
- Dark Bronze Anodize



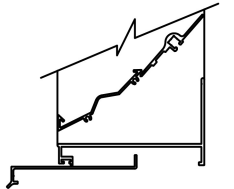
*Width and Height dimensions are approximately 1/4" [6.35mm] under listed size.



OPTIONAL FLANGE



OPTIONAL GLAZING ADAPTER



OPTIONAL EXTENDED SILL

Due to continuing research, United EnerTech reserves the right to change specifications without notice.



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MODEL CFL-D-6 (High Performance Combination Louver/Damper 6")

DRAWN BY: CLJ	DATE: April 2000	REV. DATE: July 2012	REV. NO. 7	APPROVED BY: BGT	DWG. NO.: A-32
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SUGGESTED SPECIFICATION

Finish and install louvers as hereinafter specified where shown on plans or as described in schedules. Louvers shall be combination louver/dampers drainable type with drain gutters in each blade and downspouts in jambs and mullions. Stationary drainable blades shall be contained within a 6.20" frame. Louver components (heads, jambs, sills, blades, and mullions) shall be factory assembled by the louver manufacturer. Louver sizes too large for shipping shall be built up by the contractor from factory assembled louver sections to provide overall sizes required.

Louvers shall be United Enertech CFL-D-6 6063T5 aluminum construction as follows:

FRAME: 6.20" deep, .125" nominal wall thickness

ADJUSTABLE BLADES: .125" extruded aluminum

FIXED BLADES: .081" nominal wall thickness. Blades are positioned at 37° angle and spaced approximately 3.58" center to center.

SCREEN: 0.5" x .050" (19 x 1.3) expanded, flattened aluminum in removable frame.

FINISH: Select finish specification from United Enertech Finishes brochure.

Published louver performance data bearing the AMCA Certified Ratings seal for Air Performance & Water Penetration must be submitted for approval prior to fabrication and must demonstrate pressure drop and water penetration equal to or less than the United Enertech model specified.

PERFORMANCE DATA

AMCA Standard 500 provides a reasonable basis for testing and rating louvers. Testing to AMCA 500 is performed under a certain set of laboratory conditions. This does not guarantee that other conditions will not occur in the actual environment where louvers must operate. The louver system should be designed with a reasonable safety factor for louver performance. To ensure protection from water carryover, design with a performance level somewhat below maximum desired pressure drop and .01 oz./sq. ft. of water penetration.

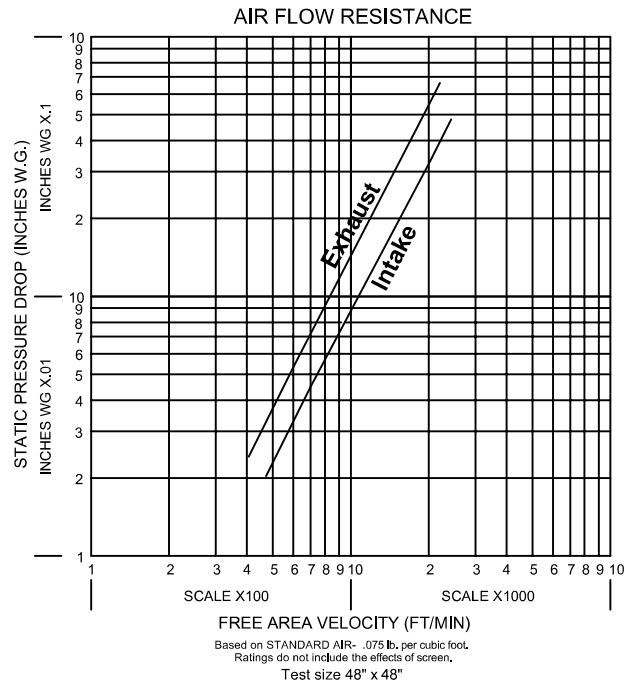


United Enertech Corporation certifies that the louver model shown hereon is licensed to bear the AMCA seal. The ratings shown are based on tests and procedures performed in accordance with the AMCA publication 511 and comply with the requirement of the AMCA Certified Ratings Program. The AMCA Certified Ratings Seal applies to Air Performance and Water Penetration ratings.

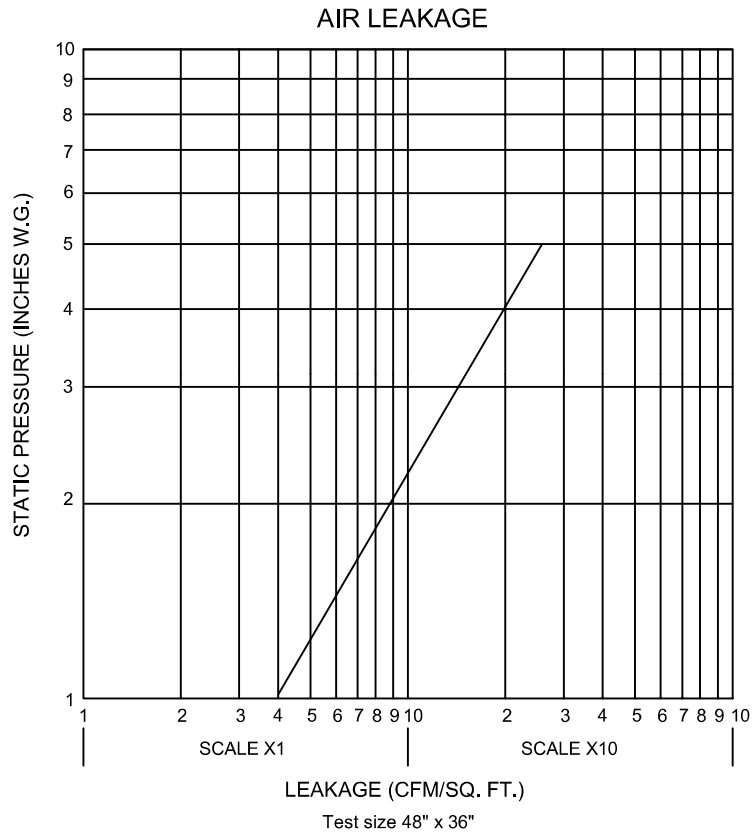
FREE AREA CHART (SQUARE FEET)										
Louver Height Inches	Louver Width Inches									Louver Height Inches
	12	18	24	30	36	42	48	54	60	
12	0.19	0.31	0.43	0.55	0.67	0.78	0.90	1.02	1.14	12
18	0.42	0.69	0.95	1.22	1.48	1.75	2.01	2.28	2.54	18
24	0.70	1.13	1.57	2.01	2.45	2.88	3.32	3.76	4.20	24
30	0.90	1.46	2.02	2.59	3.15	3.71	4.28	4.84	5.40	30
36	1.11	1.81	2.51	3.20	3.90	4.60	5.30	6.00	6.70	36
42	1.39	2.26	3.13	4.00	4.88	5.75	6.62	7.49	8.36	42
48	1.59	2.58	3.58	4.58	5.57	6.57	7.57	8.56	9.56	48
54	1.79	2.91	4.03	5.15	6.28	7.40	8.52	9.64	10.77	54
60	2.08	3.39	4.69	6.00	7.30	8.61	9.92	11.22	12.53	60
66	2.28	3.71	5.14	6.57	8.00	9.43	10.86	12.30	13.73	66
72	2.44	3.97	5.50	7.03	8.56	10.09	11.62	13.15	14.68	72
78	2.77	4.51	6.25	7.99	9.73	11.47	13.21	14.95	16.69	78
84	2.97	4.83	6.69	8.56	10.42	12.28	14.15	16.01	17.87	84
90	3.18	5.17	7.17	9.17	11.16	13.16	15.16	17.15	19.15	90
96	3.46	5.64	7.81	9.99	12.16	14.34	16.51	18.69	20.86	96
102	3.66	5.95	8.25	10.55	12.85	15.14	17.44	19.74	22.04	102
108	3.87	6.30	8.73	11.16	13.58	16.01	18.44	20.87	23.30	108
114	4.16	6.77	9.39	12.00	14.61	17.23	19.84	22.45	25.07	114
120	4.35	7.08	9.81	12.54	15.28	18.01	20.74	23.47	26.20	120

Beginning point of **WATER PENETRATION** for **MODEL CFL-D-6** lies above 1250 fpm free area velocity at .01 oz. of water (penetration)

TEST SIZE: 48" X 48" - 15 MINUTE TEST DURATION



CFL-D-6 SUPPLEMENTAL PERFORMANCE DATA



MODEL CFL-D-6 was tested for air leakage in an independent laboratory in accordance with AMCA 500-L

SECTION 00 43 25 - PRODUCT SUBSTITUTION REQUEST FORM

(Must be submitted a minimum of 14 days before the bid date)

Bidder: _____

Project No: **IFB 2023-188**

Project: **IFB 2023-188, Construction: CCADE Infirmiry Expansion**

Section: _____ Article/ Paragraph: _____

Proposed Substitution: **Man Bars**

Manufacturer: **Anemostat, Inc.** Address: **1220 Watson Center Road, Carson, CA 90745**

Telephone: **310-835-7500** Proposed Model No.: **ADBG**

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: **Aaron Murphy**

Signed: _____

Firm: **McMillan James Equipment Company**

Address: **1044 Texan Trail**

Phone: **817-912-0800**

Grapevine, TX 76051

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

The submittal shows only one application of installing man bars. There are several applications that should be used.

Public Questions & Answers

Event Information

Number: 2023-398 Addendum 6
Title: CCADF Medical Mental Health Expansion
Type: Competitive Sealed Proposal
Issue Date: 10/10/2023
Question Deadline: 11/16/2023 05:00 PM (CT)
Response Deadline: 12/14/2023 02:00 PM (CT)
Notes: Expansion project to the Collin County Adult Detention Facility (CCADF) to increase medical / mental health housing. The scope includes a two-story addition to the existing facility and a partial renovation of the current infirmary area. The project will provide additional medical isolation beds, flexible medical orientation beds, acute beds, high acute beds, and subacute beds.

The project is staged in three phases, this is to keep the existing vehicle sally port in operation until the Phase 1 vehicle sallyport is complete and operational.

Published Questions

Question: [MANUAL ENTRY, REC'D ONLINE ON 11/15/23] Is the intention for the Cavity Drainage Material to get installed the full height behind the brick veneer (per specification) or just down at the flashing level (per Drawings)?

Answer: The specifications will prevail, as the masons may not keep the cavity clear of mortar.

Asked: 12/11/2023 02:18 PM (CT)

Question: Detention showers DSH-1, DSH-1H, and DSH-2H on plumbing schedule drawings P001 and P002 have notes that state "provide FD-1 for all showers". Please confirm that only floor drains as indicated on the plans are required and not a single FD-1 per shower tag.

Answer: Detention shower base will be resinous flooring per architects and will require FD-1 as drain. Contractor to include furnishing and installing drain (FD-1) for each shower.

Asked: 11/16/2023 04:24 PM (CT)

Question: Specification section 22 05 29 - 2.1H details a pipe void system. There are no notes, details, or other indications on the plumbing drawings that indicate the use of a pipe void system. Will such a system be required for the below grade plumbing systems? If a pipe void system is required, please provide installation detail drawings and indicate on the plumbing plans where the system is to be installed.

Answer: The plumbing void system was omitted in plan ADD 5. Section 2H from specification 23 05 29 will be omitted in the Architect's Addendum C.

Asked: 11/16/2023 04:24 PM (CT)

Question: Please confirm requirement for E-Verify of employees.

Answer: Correct. E-Verify is required per Commissioners Court Order No. 2010-259-04-12.

Asked: 11/16/2023 04:23 PM (CT)

Question: Please confirm that during construction of Phase B the contractor will have access to the existing road leading to the Phase B area and will have access to the existing parking lot adjacent to that road for staging and laydown.

Answer: Correct. During Phase B construction the contractor will have access to the existing road, and the existing adjacent parking lot.

Asked: 11/16/2023 04:11 PM (CT)

Question: Please confirm parking for the contractors and the subcontractors will be located on site.

Answer: That is correct.

Asked: 11/16/2023 04:10 PM (CT)

Question: Please confirm this project requires all contractors to abide by E-Verify guidelines.

Answer: Correct. E-Verify is required per Commissioners Court Order No. 2010-259-04-12.

Asked: 11/16/2023 04:10 PM (CT)

Question: Please confirm the land north of the new parking lot being installed adjacent to the new loading dock access road can be used for construction trailers and laydown area.

Answer: This is a high pressure gas easement and therefore cannot be used as a laydown area.

Asked: 11/16/2023 04:10 PM (CT)

Question: Reference TOC for specification section 09 67 23 "resinous flooring", please provide this specification.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/16/2023 03:10 PM (CT)

Question: Specification 09 67 23 - RESINOUS FLOORING is indicated in the table of contents, but does not appear to have been included in the bid documents. Please advise.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/16/2023 02:24 PM (CT)

Question: The existing fire alarm system consists of several EST3 Fire Alarm panels. The EST 3 is now obsolete as are the existing detectors. The EST3 has been replaced with EST4 but the two can't be network interfaced. What is the plan for integrating the new building system to the existing?

Answer: The specification 28 31 10 is revised in the Architect's Addendum C to state Edwards EST is the only acceptable manufacturer.

Asked: 11/16/2023 11:14 AM (CT)

Question: Reference C101 - please confirm which items can or cannot be removed before new utility work is installed. Specifically, water and storm. This has a significant impact on when structural work can start.

Answer: The contractor will need to ensure the FDC is reconnected to an active water line prior to the existing connection to the FDC is removed. The rest of the water and storm can be removed without the new utility work being installed and completed.

Asked: 11/16/2023 10:16 AM (CT)

Question: Per drawings ES301 and ES302, details call out to provide a enclosed metal raceway above the SEC cabinets. Will the EC be providing this or is this the responsibility of the SEC contractor?

Answer: The enclosed metal raceway in electronic security rooms is typical done by Division 28 contractor but it will be up to General Contractor to assign this scope of work to either the Division 26 or Division 28 contractor.

Asked: 11/16/2023 09:57 AM (CT)

Question: Drawing ES241, doors 2506, 2508, and 2520 in Corridor 2510, are missing Card Readers, but have a request to exit button. Should these doors have a reader or only be controlled by the touch screens?

Answer: Doors #2506 & #2508 do require card readers. They have been corrected in the Architect's Addendum C. Door #2520 is used as an egress in base bid, in Alt #5 the card reader will be added as shown on sheet ES242.

Asked: 11/16/2023 09:32 AM (CT)

Question: Drawing ES236, Alternate #5, cells D1546-D1551 show the cell intercoms to be a lighter color grey. Is the intent to NOT include these in the alternate #5 price?

Answer: These intercoms are part of alternate #5 but shown incorrect on drawings. They have been corrected in the Architect's Addendum C.

Asked: 11/16/2023 09:28 AM (CT)

Question: Can a list of the prebid attendees from both prebids be provided please?

Answer: Yes. Please refer to Addendum No. 4.

Asked: 11/16/2023 09:24 AM (CT)

Question: The new overall site plan A101 shows three security pedestrian gates that connect to the male acute building (alternate 5) that is no longer needed. Are the D02G, D03G and D04G gates still needed?

Answer: Pedestrian gates #D01G, #D012G, #D03G and #D05G will be constructed under base bid. These four gates have been changed to DPS monitored. Gate #D04g will also have a DPS and be added as Alternate #5. Refer to the Architect's Addendum C for current design.

Asked: 11/16/2023 09:17 AM (CT)

Question: Please confirm finishes at IT 2523 through Temp Prop 2529, finish plans on A815 cut off this area and do not show the corridor or the rooms. Please confirm if scope is needed.

Answer: Please refer to the Architect's Addendum C. VS1 is flooring, RB1 is wall base, P1 is walls.

Asked: 11/16/2023 08:58 AM (CT)

Question: Please confirm the finishes in Corridor 2502 shown on A813.

Answer: Please refer to the Architect's Addendum C. VS1 is flooring, RB1 is wall base, P1 is walls.

Asked: 11/16/2023 08:57 AM (CT)

Question: Please confirm the finishes in Corridor shown on sheet A817. There are no tags shown.

Answer: Please refer to the Architect's Addendum C. VS1 is flooring, RB1 is wall base, P1 is walls.

Asked: 11/16/2023 08:57 AM (CT)

Question: Please confirm the finishes at the south corridor and staircase shown on sheet A816. There are no tags shown.

Answer: Please refer to the Architect's Addendum C. RF1 is flooring, RB1 is wall base, P1 is walls.

Asked: 11/16/2023 08:56 AM (CT)

Question: Please confirm the finishes in Corridor 1800 shown on sheet A814. There are no tags shown.

Answer: Please refer to the Architect's Addendum C. Finish tags are provided on the right side; VS1 is flooring, RB1 is wall base, P1 is walls.

Asked: 11/16/2023 08:56 AM (CT)

Question: Please confirm the finishes in room ST04 shown on sheet A812. There are no tags shown.

Answer: Please refer to the Architect's Addendum C. RF1 is flooring, RB1 is wall base, P1 is walls.

Asked: 11/16/2023 08:56 AM (CT)

Question: Please confirm the finishes in Corridor 1810 shown on sheet A813. There are no tags shown.

Answer: Please refer to the Architect's Addendum C. VS1 is flooring, RB1 is wall base, P1 is walls.

Asked: 11/16/2023 08:55 AM (CT)

Question: Please confirm the finishes in Elevator 1 on sheet A812. There are no tags shown.

Answer: Refer to 14 21 23 Electric Traction Passenger Elevators, 2.2.B.7 for all stainless interior.

Asked: 11/16/2023 08:54 AM (CT)

Question: As built drawings for the existing area renovation will be useful for accurate fire alarm pricing. Please provide.

Answer: The as-built drawings will be made available after award.

Asked: 11/16/2023 08:51 AM (CT)

Question: Specification Section 283146, Aspirating Smoke Detection System refers to areas designated on the construction drawings. The construction drawings do not designate the areas. In what area or areas will this aspirating smoke detection system be required?

Answer: This section was removed in a prior Addendum.

Asked: 11/16/2023 08:50 AM (CT)

Question: Pertaining to the fire alarm, the bid documents don't include a sequence of operations and graphic panel design. This will need to be furnished by a licensed mechanical engineer. Please provide with the next addendum.

Answer: Refer to plan sheet M121 - M125 and M403 and specification section 230993. Specification section 230993 is added in the Architect's Addendum C.

Asked: 11/16/2023 08:50 AM (CT)

Question: Reference C119, please confirm the required security measures while excavation occurs for sanitary tie-in (temp fences, barricades, etc) inside the secure fence perimeter.

Answer: Use the standard safety measures as you would any borehole. Do not cut or lift up the fence in any way. Contractors may get their equipment in and out of the secure area through the double gates at the NE corner.

Asked: 11/15/2023 04:45 PM (CT)

Question: Is the mandatory prebid meeting sign in sheet available?

Answer: Yes. Please refer to Addendum No. 4.

Asked: 11/15/2023 10:29 AM (CT)

Question: The 075423 Thermoplastic Polyolefin TPO Roofing specs calls out for a substrate board between the substrate and the vapor barrier. This is usually not needed as the vapor barrier can be adhered directly to the concrete. Please advise.

Answer: The specifications have been revised to eliminate concrete decks in the Architect's Addendum C.

Asked: 11/14/2023 05:45 PM (CT)

Question: There are no roof details for the exhaust fans, duct supports, roof screen supports, wall flashings, expansion joints, etc. Please provide.

Answer: Typical roof penetration details are provided on A293. For mechanical reference sheets M401 and M402. Roof mounted duct detail added to M402. Refer to architectural for roof details including flashings and expansion joints.

Asked: 11/14/2023 05:44 PM (CT)

Question: The 075423 Thermoplastic Polyolefin TPO Roofing specs call for a 30-year NDL Warranty with a 60-mil TPO membrane. You cannot receive a 30-year NDL Warranty with 60-mil, you can only receive it with an 80-mil membrane. Please advise.

Answer: Please provide a 20-year warranty. See the Architect's Addendum C.

Asked: 11/14/2023 05:42 PM (CT)

Question: Please confirm the finishes at room ST01 on A812. No tags are shown on the drawings.

Answer: Please refer to the following finishes issued in the Architect's Addendum C. RF1 is flooring, RB1 is wall base, P1 is walls.

Asked: 11/14/2023 05:29 PM (CT)

Question: Please confirm the finishes in Corridor 1262. No tags are shown on the drawings.

Answer: Please refer to the following finishes issued in the Architect's Addendum C. VS1 is flooring, RB1 is wall base, P1 is walls.

Asked: 11/14/2023 05:27 PM (CT)

Question: Table of contents has listed sections #050527 - Security Screws And Fasteners and #055000 – Metal Fabrications. Neither are included in specifications, please provide if available.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/14/2023 03:37 PM (CT)

Question: Roof Screens – Spec Section #108215 calls for premanufactured roof screen system by RoofScreen Mfg using cantilevered SC3 and non-cantilevered NC3 support framing. a. Roof Screen MFG saying that the systems specified will not meet requirements and NC-5 system will be required based upon their design criteria if they are to provide support framing. This spec is in conflict with structural drawings showing support framing. b. Structural drawings show a designed support system which would be provided under Division 5, at which only panels would be provided under section #108215. c. Please advise as to which is expected method for roof screen support framing.

Answer: Please refer to the previous response. "A290 calls out for "FABRICATED ROOF EQUIPMENT SCREENING", these are the ones that structural has detailed. These screens will need flat metal panel to hide equipment per 8/A293 (City of McKinney requires screening to not be louvers). On the EXISTING roof the Architect has noted "ROOF EQUIPMENT SCREEN PRE-FABRICATED, REF SPECS" because this is an existing roof and the pre-fabricated is a better option on an existing roof. If there is a cost savings for doing it all as pre-fabricated then that would be an option the County would be open to reviewing."

Asked: 11/14/2023 03:37 PM (CT)

Question: The glazing schedule on D704 does not provide enough information on glazing systems. Please provide all necessary information (i.e. materials, layers, thickness, attack rating, etc.) in order to properly price detention glazing for the project.

Answer: Please refer to section 08 88 53, Security Glazing in the Architect's Addendum C.

Asked: 11/14/2023 09:32 AM (CT)

Question: In conversation with the roof screen manufacturer and based upon their design criteria, neither the SC-3 nor the NC-3 will be feasible for use on this project and the NC-5 system will have to be used. Please advise.

Answer: Please see the revision to NC-5 in the Architect's Addendum C.

Asked: 11/13/2023 03:56 PM (CT)

Question: Are the exterior frames at the stair wells detention hollow metal?

Answer: Yes.

Asked: 11/13/2023 03:56 PM (CT)

Question: Are frames labeled X3 @ rooms 1208/1209 on A231 hollow metal or alum SF and is the glass std 1/4"?

Answer: See "X3" on A701, glazing on A901 in the Architect's Addendum C.

Asked: 11/13/2023 03:56 PM (CT)

Question: Is the borrowed lite at door 1250 hollow metal or alum storefront?

Answer: They are hollow metal. Aluminum storefront is at public visitation entry vestibule only.

Asked: 11/13/2023 03:56 PM (CT)

Question: Which door frames are details 1, 2, 3, 9, & 10 on A704 for? These are noted as alum KD framing, but no doors or frames are noted to be alum on schedule.

Answer: Please refer to the updated A704 in the Architect's Addendum C.

Asked: 11/13/2023 03:55 PM (CT)

Question: Can we please get a window schedule for any aluminum SF or std hollow metal frames (non-detention HM)?

Answer: Windows are shown on building elevations. Refer to A401, in the Architect's Addendum C.

Asked: 11/13/2023 03:55 PM (CT)

Question: If the above frames are AL SF, are we to assume doors 1719A&B are AL SF and not HMTL as noted on door schedule and per door details?

Answer: Correct. Please refer to the Architect's Addendum C.

Asked: 11/13/2023 03:55 PM (CT)

Question: Is the framing at vestibule 1719 on A235 aluminum storefront framing or hollow metal framing? Noted as HMTL on exterior elev (1/A401) but as SF on wall section 13/A512.

Answer: It is aluminum. Please refer to the Architect's Addendum C.

Asked: 11/13/2023 03:55 PM (CT)

Question: Glass spec 088000 is noted in the T.O.C. of the specs but appears to be missing from the div 08 specs. Please provide this spec.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/13/2023 03:54 PM (CT)

Question: Current thoughts on site logistics could require 1 or 2 tower cranes. Please confirm the available power at the central plant to service the cranes at the structural phase of the project. Current requirements would look to be 480 volt and 350 amps for each crane.

Answer: Contractor would need to coordinate this method of construction if selected. There is a high voltage line (25kV) that could be utilized if this method of construction used. The contractor would be responsible for providing a temporary transformer from 25kV to 480 for the tower crane. Any electrical disruptions should be kept to minimum to allow for the facility to remain operational.

Asked: 11/13/2023 03:08 PM (CT)

Question: Please provide missing 11 98 14 - Detention Door Hardware as listed in the Table of Contents

Answer: Please refer to the Architect's Addendum C.

Asked: 11/13/2023 10:04 AM (CT)

Question: The glazing schedule on D704 lists M, H, HT, HTF and HTF1 types. 08 88 53 Security Glazing lists W, WF and Wf1 types - please advise.

Answer: Please refer to section 08 88 53, Security Glazing in the Architect's Addendum C.

Asked: 11/13/2023 10:03 AM (CT)

Question: Please provide missing 11 98 14 - Detention Door Hardware as listed in the Table of Contents

Answer: Please refer to the Architect's Addendum C.

Asked: 11/10/2023 04:07 PM (CT)

Question: Please provide missing 11 00 00 - Equipment specification as listed in the Table of Contents

Answer: Please refer to the Architect's Addendum B.

Asked: 11/10/2023 04:06 PM (CT)

Question: The glazing schedule on D704 lists M, H, HT, HTF and HTF1 types. 08 88 53 Security Glazing lists W, WF and Wf1 types - please advise.

Answer: Please refer to section 08 88 53, Security Glazing in the Architect's Addendum C.

Asked: 11/10/2023 04:06 PM (CT)

Question: In referencing E011, E011D - we cannot find the conductor size or length from the existing manhole under room 1815. Please confirm scope of work stops at the manhole under room 1815 and does not carry to the central plant.

Answer: The existing conductor is coming from the central plant, which is addressed in NBS 3 on E011D (the size is also in this note) and NBS 8 on E011. The new conductor from the switch goes to the manhole, then up to the transformer for the Medical Building, NBS 7 & 9 on E011.

Asked: 11/10/2023 01:58 PM (CT)

Question: Specification 280510 states that the County will contract separately with CML Security for the programming and integration scope of work. Is the electronic security system (access control, DVM, UPS, intercom & paging, etc.) required to be supplied and installed by CML Security as well? Please advise.

Answer: No.

Asked: 11/10/2023 01:46 PM (CT)

Question: Specification 283146 refers to two (2) other related specifications: 283111 and 283112, which are not included. Please verify if these specifications are required and provide accordingly.

Answer: The specification 28 31 46 has been removed in the Architect's Addendum C.

Asked: 11/10/2023 01:46 PM (CT)

Question: Specification 283110 lists three (3) acceptable manufacturers for the Fire Alarm System. Since the new system will need to tie in with the existing, what model/manufacturer is the existing fire alarm control panel?

Answer: Specification section 28 31 10 is revised in the Architect's Addendum C to state Edwards EST is the only acceptable manufacturer.

Asked: 11/10/2023 01:45 PM (CT)

Question: Can you please provide the sign in sheets from the Pre-Proposal / Site Walk meetings?

Answer: Yes. Please refer to Addendum No. 4.

Asked: 11/10/2023 01:44 PM (CT)

Question: Please provide specification 08 31 23 Floor Doors...Included in the TOC but no specification provided.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/9/2023 02:23 PM (CT)

Question: Please provide specification 08 31 13 Access Doors and Frames...included in TOC but no specification included.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/9/2023 02:22 PM (CT)

Question: Please provide Glazing Specification 08 80 00 if it is required. It is included in TOC but not in the specifications.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/9/2023 02:07 PM (CT)

Question: Please provide specification 09 54 50 Security Ceiling Assemblies found in the TOC but no specification given.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/9/2023 01:25 PM (CT)

Question: Please provide the specification for spec section 10 73 00 Aluminum Canopy that is called out in the TOC.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/9/2023 12:36 PM (CT)

Question: 25. Refer finish plan legend/A811 and specification 10 26 00 Wall and Door Protection. Please confirm if stainless steel corner guards and wall guards are part of the contract. If yes, please provide location on drawings

Answer: These have been removed in the Architect's Addendum B.

Asked: 11/9/2023 12:17 PM (CT)

Question: 24. Refer equipment schedule/A230. Please provide specifications for equipment mentioned in the schedule if contractor furnished.

Answer: Please refer to the equipment specifications.

Asked: 11/9/2023 12:16 PM (CT)

Question: 23. Refer specification 12 24 13 Roller Window Shades. Please confirm if Shades are part of the contract. If yes, please provide the location on drawings where required..

Answer: The roller shades have been removed in the Architect's Addendum B.

Asked: 11/9/2023 12:12 PM (CT)

Question: 21. The following accessories are listed in specification 10 28 00 and shown their mounting heights on drawing A-270 but they are not shown on plans. Please confirm if they are part of the contract. If yes, please provide the location. 1. Shower room accessories - TA-35 2. Custodial accessories - TA-50, TA-51

Answer: Not every accessory in the mounting height is necessarily included in the project.

Asked: 11/9/2023 12:09 PM (CT)

Question: 20. Please provide specification for fire extinguisher cabinet

Answer: Please note 10 44 13 was issued in the Architect's Addendum B.

Asked: 11/9/2023 12:08 PM (CT)

Question: 19. Please provide signage plans or Signage details

Answer: Specification is descriptive and not quantitative to establish an allowance for signage to be determined in shop drawings.

Asked: 11/9/2023 12:08 PM (CT)

Question: 18. Refer specification 10 14 26 Post and Panel-Pylon Signage. Please confirm if it is a part of the contract. If yes, please provide location of plaques on drawings

Answer: Please review site signs on page A101.

Asked: 11/9/2023 12:04 PM (CT)

Question: 17. Refer specification 10 14 23 Signage. Please provide location of metal signs, project identification sign and painted letter signage on drawings

Answer: Specification is descriptive and not quantitative to establish an allowance for signage to be determined in shop drawings.

Asked: 11/9/2023 12:03 PM (CT)

Question: 16. Refer specification 10 14 16 Plaques-3.2. A. Please provide the location of plaques on drawings.

Answer: The building dedication plaque is not included in the contract.

Asked: 11/9/2023 12:03 PM (CT)

Question: 15. Refer sheet A325 - room 1608 MED/MH Exam. Please provide elevation for East side casework

Answer: Please refer to the Architect's Addendum B.

Asked: 11/9/2023 12:03 PM (CT)

Question: 14. Refer sheet A231. Please provide shelving elevation for room 1229 Med Store. Also provide details for casework which is near 7421-UC.

Answer: Pharmacy shelving is by owner, owner furnished, owner installed. The Interior Elevations are included in the Architect's Addendum B.

Asked: 11/9/2023 12:02 PM (CT)

Question: 13. Refer sheet 08,09/A901. Please provide a countertop finish and support spacing.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/9/2023 12:02 PM (CT)

Question: 12. Refer sheet A231. Please provide casework elevation for room 1227 Comp and room 1258 FMO-M Clean

Answer: Note, the casework was removed in the Architect's Addendum B.

Asked: 11/9/2023 12:01 PM (CT)

Question: 11. There is no scope of static control vinyl composite floor tile SD1 on drawings, but specification 09 65 36 is given, please confirm if this specification is to be deleted.

Answer: Please refer to the prior question regarding static control vinyl composite floor tile, which states "Section 09 65 36 is deleted in the Architect's Addendum B.

Asked: 11/9/2023 12:00 PM (CT)

Question: 10. Refer sheet A231. Please provide enlarged plan or details for 1211 restroom, 1228 Shower, 1146 Shower

Answer: Detail 1211 is shown on 7/D222. Detail 1228 is shown on 6/D222. Detail 1146 is similar to 4/D222.

Asked: 11/9/2023 11:59 AM (CT)

Question: 9. Refer 05/A271. Please provide toilet accessories tags at typical ISO cells.

Answer: Please see 6/D222.

Asked: 11/9/2023 11:59 AM (CT)

Question: 8. Refer sheet A231. Please provide shelving elevation for room 1229 Med Store. Also provide details for casework which is near 7421-UC.

Answer: Pharmacy shelving is by owner, owner furnished, owner installed. The Interior Elevations are included in the Architect's Addendum B.

Asked: 11/9/2023 11:59 AM (CT)

- Question: 7. Refer sheet 08,09/A901. Please provide countertop finish and support spacing
- Answer: Please refer to the Architect's Addendum B. See notes, all countertops are SP1 by general note.
- Asked: 11/9/2023 11:58 AM (CT)
-
- Question: 6. Refer sheet A231. Please provide casework elevation for room 1227 Comp and room 1258 FMO-M Clean.
- Answer: Please refer to the prior question regarding casework elevations, which states "Please refer to the Architect's Addendum B".
- Asked: 11/9/2023 11:58 AM (CT)
-
- Question: 5. Refer Sheet CVR2 – Sheet Index. Please provide the following missing drawings. a. C106 - Grading Plan b. P503 - Riser - Plumbing
- Answer: Please refer to the Architect's Addendum A and B.
- Asked: 11/9/2023 11:57 AM (CT)
-
- Question: 4. Please Provide Framing Details for sheet No -S235D for grid .9 and .10
- Answer: Grids .9 and .10 show existing framing. There are no details necessary for new construction at those locations.
- Asked: 11/9/2023 11:56 AM (CT)
-
- Question: Please provide specification 09 67 23 Resinous Flooring. The spec is included in the TOC list, but not given in the specifications.
- Answer: Please refer to the Architect's Addendum B.
- Asked: 11/9/2023 11:55 AM (CT)
-
- Question: Please provide specification 09 65 16 Vinyl Sheet Flooring. Spec is included the TOC list, but not included within the specifications.
- Answer: Please refer to the Architect's Addendum B.
- Asked: 11/9/2023 11:54 AM (CT)
-
- Question: Please advise the thickness of the roof screen panels. The Basis of Design MBCI panels that are specified come in 24-, 22- & 20-gauge thicknesses.
- Answer: The specifications are updated to 20 gauge in the Architect's Addendum B.
- Asked: 11/9/2023 11:51 AM (CT)
-
- Question: Several subcontractors have requested an additional site walk. Please consider organizing another site walk.
- Answer: All outside areas are accessible to the public. Please indicate if any secured areas need to be examined again.
- Asked: 11/9/2023 11:42 AM (CT)
-
- Question: Will you be posting/issuing the PreBid Meeting Attendance Sign-In Sheets?
- Answer: Yes. Please refer to Addendum No. 4.
- Asked: 11/8/2023 10:40 AM (CT)
-

Question: What is the process to submit a substitution request?

Answer: Please complete and send the substitution request form to Hunter Alley (halley@co.collin.tx.us) for consideration.

Asked: 11/7/2023 04:20 PM (CT)

Question: With respect to our question above about Alternate 9, please confirm the franchise utility providers are aware of the project and have been (or will be) engaged to perform the necessary services within six (6) weeks of NTP to prevent any potential delays to the project.

Answer: Since they are private, no they have not been notified.

Asked: 11/7/2023 02:25 PM (CT)

Question: Should Alternate 9 be accepted early or become necessary upon discovery of existing conditions, please clarify the Owner is responsible for costs and coordination of the franchise electrical utility provider as well as the communications (fiber) provider.

Answer: Both electric and fiber are private lines between the Central Plant and Detention Center.

Asked: 11/7/2023 02:13 PM (CT)

Question: Sheet FP202 shows a new 8" fire water line entering the Southwest riser room in the new Sallyport. However, we do not find a continuation of this line on the Civil drawings. We expect this is an oversight and this new water line needs to be added to the Civil drawings. Please advise.

Answer: Line should be reflected on the updated civil sheets.

Asked: 11/7/2023 02:10 PM (CT)

Question: Note 16 on sheet A801 states "USE HIGH MOISTURE CONTENT GLUE AT ALL OTHER GLUED DOWN FLOOR SURFACES". What are the "OTHER" floor surfaces to which this note is referring?

Answer: Note revised in Architect's Addendum B: "USE HIGH MOISTURE CONTENT GLUE AT ALL GLUED DOWN FLOOR SURFACES".

Asked: 11/7/2023 02:08 PM (CT)

Question: What is the makeup of the existing floor slab at the Alternate 4 area? We need to know the thickness of what we are coring through and certainly want to make sure that it is not post-tensioned concrete.

Answer: The existing floor near Alternate #4 is a 6 1/2" reinforced concrete slab, not post-tensioned. Contractor to field verify prior to coring and modifications.

Asked: 11/7/2023 02:06 PM (CT)

Question: What is the loading capacity of existing Alternate 4 area slab? This is needed to determine what equipment we can utilize to perform the necessary work within the Alternate 4 area.

Answer: The existing slab near Alternate #4 has a live load capacity of 80 psf.

Asked: 11/7/2023 02:05 PM (CT)

Question: Drawing C100 Note 11 indicates tree protection is required for existing trees to remain, and there is a separate note on this drawing that states "REFERENCE LANDSCAPE PLANS FOR TREE REMOVAL AND PROTECTION". However, we do not find any details within the Civil or Landscaping drawings for tree protection. Please provide details for tree protection requirements.

Answer: Please refer to the Tree Protection detail on sheet L0.04.

Asked: 11/7/2023 02:03 PM (CT)

Question: Drawings C101 and A100 require the contractor to hand dig to expose the existing power and data lines that run through the new building footprint. Will hydro-excavation be acceptable for this work?

Answer: There aren't any objections to that approach. The County doesn't want equipment digging that may damage the ductbank.

Asked: 11/7/2023 01:53 PM (CT)

Question: When we perform any necessary switchovers for electrical power, please confirm the existing generator will be utilized to temporarily power the existing building and that all associated costs including fuel will be borne by the Owner.

Answer: The existing generator should be used. All fuel costs will be borne by owner.

Asked: 11/7/2023 01:50 PM (CT)

Question: Section 00 21 16 - INSTRUCTIONS TO OFFERERS, Items 1.22 D & E list 11/16/26 as the required date for final invoicing for the project. However, at the prebid meetings we noted this date was stated to be 12/30/26. Please advise the correct date.

Answer: The grant fund requires all projects to be complete and fully paid for by 12/30/2026. Collin County requests that the final invoicing be submitted for review and approval by 11/16/2026.

Asked: 11/7/2023 01:47 PM (CT)

Question: On sheet A010, the note relative to Alternate 4A corridor states "CONNECTING CORRIDOR TO BE COMPLETE FIRST", implying only that it needs to finish prior to the finish of the Alternate 4 work. However, it was stated in the prebid walks that the Alternate 4A corridor work is to be completed PRIOR TO THE START of the balance of the Alternate 4 work. Please confirm.

Answer: The County needs the corridor to be completed first so that staff has access to the main addition without going through the construction work area.

Asked: 11/7/2023 01:40 PM (CT)

Question: Please confirm that the specification for section 28 13 00 Access Control will be contracted by the County directly with CML Security and we shall NOT include any cost for this work. If owner is providing, provide exclusion list/coordination matrix.

Answer: The construction documents do not exclude access control system from the contractor's scope of work. The County will only be responsible for items identified as "County Provided" which include software, licenses, and programming. All other work in this spec is to be furnished and installed by Contractor.

Asked: 11/7/2023 10:24 AM (CT)

Question: Drawing A231 has Alternate #4 & 4A indicated to include only the FFMO area with large dashed line around this area. The Bid Form in Addendum #3 calls out Alternate 4 & 4A as including the Admin & Clinic Floor Plans. Please confirm which is correct.

Answer: Please note: Detail 3 on A231 is to be included in base bid, Detail 2 pertains to Alternates 4 and 4A.

Asked: 11/7/2023 09:47 AM (CT)

Question: The RFP states the RFI cutoff date is 7 days prior to bid. The Collin County eBid website has the RFI cutoff date as 11/16/2023 at 5:00 PM CST. Please clarify.

Answer: All substitution requests are due seven (7) days before RFP closing. All questions can be submitted until the question cut-off date (currently 11/16).

Asked: 11/6/2023 02:55 PM (CT)

Question: The Table of Contents in the Project Manual lists a specification section 110000 – Equipment but there was no specification section included. Please Provide.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/6/2023 02:55 PM (CT)

Question: The Table of Contents in the Project Manual lists a specification section 083123 – Floor Doors but there was no specification section included. Please Provide.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/6/2023 02:54 PM (CT)

Question: The Table of Contents in the Project Manual lists a specification section 083113 – Access Doors but there was no specification section included. Please Provide.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/6/2023 02:54 PM (CT)

Question: The Table of Contents in the Project Manual lists a specification section 050527 – Security Screws and Fasteners but there was no specification section included. Please Provide.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/6/2023 02:53 PM (CT)

Question: Sheet P503 is listed in the Sheet Index (CVR2) but this sheet cannot be found in the bid documents. Please provide.

Answer: Please refer to the Architect's Addendum B.

Asked: 11/6/2023 02:53 PM (CT)

Question: The Bid form issued in addendum #3 indicates "State the cost, in its entirety, to build-out the floor as indicated on Drawing 1 on A231 - LEVEL 1 - FFMO/ADMIN & CLINIC FLOOR PLANS." Drawing A231 indicates in detail 1 & 2 that Alternate \$a & \$ are for the Corridor on the west side of the Female FMO and the Female FMO Floor Plan alone are alternate 4A & 4. This drawing does not indicate that detail 3/A231 Level 1 - Admin & Clinic Floor plan are part of Alternate #4. Please confirm if an addendum will be issued clarifying the discrepancy between the drawings and the bid form, confirming which is correct.

Answer: Please note: Detail 3 on A231 is to be included in base bid, Detail 2 pertains to Alternates 4 and 4A.

Asked: 11/6/2023 02:49 PM (CT)

Question: The specifications call out the cutoff date for questions as being 7 calendar days before the bid date. This website calls out the cutoff date for questions as 11/16/23. Which is correct?

Answer: All substitution requests are due seven (7) days before RFP closing. All questions can be submitted until the question cut-off date (currently 11/16).

Asked: 11/6/2023 02:36 PM (CT)

Question: Spec section 10 82 15 Roof Screens was issued. This spec section has an acceptable manufacturer as RoofScreen using their Cantilevered SC3 and non-cantilevered NC3 system. Spec call for them to Engage a qualified professional engineer to design roof screen system, including fasteners and connections to building structure. This manufacturers specified system has tube steel supports fastened to the concrete deck and galvanized pipe steel system to support the panels. The structural drawings indicate a tube steel system that appears to have been designed by the structural engineer. Which system are we to use?

Answer: A290 calls out for "FABRICATED ROOF EQUIPMENT SCREENING", these are the ones that structural has detailed. These screens will need flat metal panel to hide equipment per 8/A293 (City of McKinney requires screening to not be louvers). On the EXISTING roof the Architect has noted "ROOF EQUIPMENT SCREEN PRE-FABRICATED, REF SPECS" because this is an existing roof and the pre-fabricated is a better option on an existing roof. If there is a cost savings for doing it all as pre-fabricated then that would be an option the County would be open to reviewing.

Asked: 11/6/2023 02:26 PM (CT)

Question: With respect to the question above, the Booking area below the Alternate 4 Infirmery Remodel will be affected by the new work. Please confirm the Booking area will be vacated prior to the start of our work.

Answer: Yes, this area should be vacated by then (TW).

Asked: 11/6/2023 09:44 AM (CT)

Question: In order to accomplish the Alternate 4 work, removal and replacement of existing ceilings will need to occur in the Booking area below the existing Infirmery. This work is currently not indicated on the documents. Please provide drawings showing the anticipated areas that will require ceiling removal/replacement for Alternate 4.

Answer: The ceiling can be removed and replaced as needed.

Asked: 11/6/2023 09:42 AM (CT)

Question: Please explain how we are to submit completed substitution request forms onto question portal, ability to download attachments does not seem to be available?

Answer: Please send the completed substitution requests to halley@co.collin.tx.us for consideration. All approved substitution requests will be included in an Addendum.

Asked: 11/3/2023 01:07 PM (CT)

Question: Will a Spec Section 0540000 Cold Formed Metal Framing, be forthcoming?

Answer: Please refer to the Architect's Addendum B.

Asked: 11/3/2023 01:06 PM (CT)

Question: The reflected ceiling plan legend calls out "Tectum Security 2x2 lay-in acoustical ceiling". Is this meant to be security ceiling as specified in section 095753? Tectum referring to what?

Answer: Tectum is 09 51 23 Acoustical Panel Ceilings.

Asked: 11/3/2023 01:06 PM (CT)

Question: Can you please provide the REVIT model for review.

Answer: The REVIT and CAD files will be made available to the awarded contractor. The files aren't available for take-offs.

Asked: 11/1/2023 01:34 PM (CT)

Question: We could be overlooking it, but we are not finding where Specification 09 65 36 - STATIC-CONTROL RESILIENT FLOORING is to be installed. Please advise.

Answer: Section 09 65 36 is deleted in the Architect's Addendum B.

Asked: 10/31/2023 11:11 AM (CT)

Question: We could be overlooking it, but we are not finding where Specification 09 30 13 - CERAMIC TILING is to be installed. Please advise.

Answer: Section 09 30 13 has been removed in the Architect's Addendum B.

Asked: 10/31/2023 11:10 AM (CT)

Question: It appears Specification 09 83 16 - Acoustical Plaster Ceilings needs to be removed from the Table of Contents in the Project Manual. Please confirm.

Answer: Section 09 83 16 has been removed in the Architect's Addendum B.

Asked: 10/31/2023 11:10 AM (CT)

Question: Do the galvanized woven rod mesh barriers at the exercise areas require field painting?

Answer: Yes.

Asked: 10/31/2023 11:09 AM (CT)

Question: We do not find any locations that receive wall or door protection per Specification 10 26 00. Please advise.

Answer: Section 10 26 00 has been removed in the Architect's Addendum B.

Asked: 10/31/2023 11:09 AM (CT)

Question: No finish schedule is provided for Level 0. Do the walls get painted? Do the exposed concrete columns get painted? Does the underside of the exposed concrete structure get painted? Do we paint over the sprayed insulation at the Sally Port? Do any of the exposed MEP items get painted? Is concrete floor sealer required anywhere?

Answer: The response to questions 1-5 (all references to painting) is no. For question 6, the response is yes, the County requires floor sealer at any new concrete.

Asked: 10/31/2023 11:09 AM (CT)

Question: Sheet notes 10 and 11 on the floor plans (i.e. A231) provide instructions for items in the event alternates are not taken. However, the alternates they reference are no longer being requested. Please advise.

Answer: Please see sheet A237. Note 10 and 11 relate to exercise yard 2119, 2219, and 2415. Details for base bid temporary wall on A237. These notes still apply.

Asked: 10/31/2023 11:09 AM (CT)

Question: We find the scopes of work for earthwork, pavement markings, landscaping/irrigation, and site utilities in the project, but do not find specifications for these scopes in the project manual. Please provide specifications for these scopes of work.

Answer: All specifications for civil and landscaping items are covered in the notes on the plans. There are no separate specifications for those items.

Asked: 10/31/2023 11:09 AM (CT)

Question: Wire mesh partitions were deleted in the previous bid documents, but Specification 10 22 13 WIRE MESH PARTITIONS reappeared in this set. Do we have a wire mesh partition scope?

Answer: Section 10 22 13 to be removed in Addendum B

Asked: 10/31/2023 11:09 AM (CT)

Question: Spectra Glaze II blocks were approved for glazed CMU block in lieu of Astra Glaze during the last bid. Please reconfirm acceptance of this product.

Answer: Please submit a substitution request.

Asked: 10/31/2023 11:08 AM (CT)

Question: Sheet A230 indicates doors 0106 and 0107 to be part of Alternate #13. These should be part of Alternate #9. Please confirm.

Answer: The legend says "ALT, 13". The 13 refers to the remark number 13 which says "Alternate #9"

Asked: 10/31/2023 11:08 AM (CT)

Question: Please confirm the location of the existing electrical panels designated to provide the power for the Alternate #8a.

Answer: The temporary chiller in Alternate #8 will be fed from a 1000A quick disconnect that is fed from the Main Switchboard MSB. This will be shown in Addendum B.

Asked: 10/31/2023 11:08 AM (CT)

Question: Sheet D020 references anchoring details for precast walls. We do not find any precast walls anywhere else in the bid documents. Please advise.

Answer: Please refer to the Architect's Addendum B.

Asked: 10/31/2023 11:08 AM (CT)

Question: Detail 14 on Sheet A704 indicates a 4-fold hydraulic door and precast wall. We do not find a hydraulic door or precast concrete anywhere else on the bid documents. Please advise.

Answer: This reference appears to be the wrong set of drawings. Please be sure to reference the drawings dated 10/02/2023.

Asked: 10/31/2023 11:07 AM (CT)

Question: The IT drawings indicate "TV" locations in several areas such as break room 1248 (ref. IT231). We do not find any keynotes indicating what is required by the contractor for TV locations. Please advise.

Answer: Regarding TV in break room 1248, symbol on sheet IT000 describes type of cable to be installed, keynote T4 on floor plan sheets IT232, IT233, IT234, IT235, IT236, IT237, IT711, IT721, IT732, IT733, IT734, or IT735 describes requirements for TV locations in inmate-occupied spaces. All RG-(X) coax to be routed to nearest IT room within the serving area as shown in sheets IT211 and IT212, terminated with industry-standard "F" connectors and left in the IT room with at least 10' of slack for future use by 3rd party service providers.

Asked: 10/31/2023 11:07 AM (CT)

Question: Per the city of McKinney, in addition to the building permit fee there will be a \$200 development permit fee and a 3.5% fee assessed to the total of the public improvements for the project. Please advise what constitutes "public improvements" so we can incorporate the appropriate value for such permit or provide allowance for bidders to carry with their proposals.

Answer: Public improvements are anything that would be inspected and maintained by the City upon final acceptance of the project. This typically includes the following: • On-site water system up to the meters, including the meters themselves, hydrants, valves, etc. • Any improvements or connections to public sewer lines. Public sewer = serving more than a single lot; if the sewer being installed is serving only the proposed development property, it is likely considered private and would not be included. • Any improvements to public drainage system. Similarly to sewer, if the storm sewer being installed is servicing only the proposed development property, it is probably private. • Any improvements within public street right-of-way, including new driveway connections and sidewalks. Fire lanes and on-site sidewalks are considered private.

Asked: 10/31/2023 11:07 AM (CT)

Question: Please confirm there are no hazardous materials that would require abatement within the Alternate 4 area.

Answer: There are no known hazardous materials that would require abatement.

Asked: 10/31/2023 11:07 AM (CT)

Question: Article 3.1.3 PERMIT AND FEES of Section 00 52 13 Construction Agreement requires the CONTRACTOR to "secure and pay for all building permits and other permits...". We will include the cost of the building permit per the McKinney fee schedule as well as the \$50 development permit in our proposal. Please advise if any other permits/fees are anticipated, and if so please direct us to any fee schedules or advise allowances we need to carry for such permits.

Answer: The County anticipates the "impact fees" being waived, if not the County will pay for any "impact fees". Please review the costs such as fire department submission fees, as these should be included in your permit costs. Please pay particular attention to engineering costs after fees such as maintenance bonds.

Asked: 10/31/2023 11:06 AM (CT)

Question: Is the demolition related to the Alternate #4 area part of the base bid? Drawing A221 does not indicate the demolition to be part of the alternate, but we could not imagine the Owner wanting this area to be shelled, rendering it useless in the event Alternate #4 is not accepted.

Answer: No. The demolition of Alternate 4 is not included in the base bid.

Asked: 10/31/2023 11:06 AM (CT)

Question: Plan note 6 on sheet S201 requires the contractor to provide a site survey to locate existing piers, measure diameters, and submit a site plan showing dimensional relationships fo new pier to existing piers and existing pier diameters. It would appear the design has already been coordinate around the existing piers and indicates a couple locations where we are to "CUT DOWN TOP OF EXISTING PIER AS REQUIRED" and install straddle beams across multiple piers at those locations. Please confirm the referenced survey is required despite the apparent coordination within the design.

Answer: A site survey is still required by the contractor despite the potential conflicts noted on the structural drawings. Per the plan notes, the structural drawings show the approximate location of the existing piers and a survey is required to evaluate any necessary coordination and modification of the foundation. The survey of existing utilities and obstructions is still required by the contractor prior to proceeding with pier drilling or underground excavations.

Asked: 10/31/2023 11:06 AM (CT)

Question: The bearing stratum is represented as 81'-6" on 1/S301 with a level 0 slab elevation on S201 at 81'-11 5/8". Thus, the foundation elements for the project will be constructed within an area that is currently rock. Has consideration been given to a reduction of the floor to floor height between Level 0 and Level 1 in order to minimize rock excavation and the impacts it will have from a noise and cost standpoint?

Answer: The floor-to-floor height requirements are to match the existing lower level and the existing level 1 of the jail.

Asked: 10/31/2023 11:06 AM (CT)

Question: Sheet S204 has a note within the slab area that reads "ALTERNATE 9: SEE ARCH'L AND MEP FOR LOCATION OF CMU WALLS. PROVIDE THICKENED SLABS AT CMU WALLS PER 7/S304". Please indicate the locations of thickened slabs on the structural drawings.

Answer: The thickened slabs are to be located at the locations of CMU walls per the architectural drawings. The location of these alternate #9 walls will be included in the structural drawings in the Architect's Addendum B.

Asked: 10/31/2023 11:05 AM (CT)

Question: With reference to the type AH and AU doors mentioned above, the hardware set on A702 is indicated as "Ref. Remark 11" which tells us to refer to millwork specifications for hardware. Specification 06 41 16 appears to be our only "millwork" specification, and it does not provide any hardware schedule for these doors. What is the specific hardware required for these two door types?

Answer: Please refer to section 06 41 16; 2.7; HH.

Asked: 10/31/2023 11:05 AM (CT)

Question: The door schedule on sheet A702 has a number of doors marked Type "AH" and "AU" which are indicated to be stainless steel doors. We do not find any specifications for these doors. Please advise.

Answer: Section 08 11 13 will be updated in the Architect's Addendum B to include stainless steel hollow metal doors.

Asked: 10/31/2023 11:05 AM (CT)

Question: Per Section 26 27 26 Wiring Devices - 2.8 Wall Plates - C. Detention Grade, certain wall plates are to be used depending on whether there is a guard present with inmates. Are we able to gain more information on what areas are considered to be "high security", "medium security", "all other areas", and "public areas"?

Answer: Provide detention plates in any inmate occupied area. The only area that would get non detention plates would be mechanical/electrical rooms and the administration area.

Asked: 10/31/2023 11:04 AM (CT)

Question: On Sheets IT603 and IT604, there are a number of Cisco network switches and related equipment scheduled that are typically provided by Owner and are not found within the project specifications. These schedules do not indicate what is to be provided/installed by Owner and what is to be provided/installed by the Contractor. Please provide clarity on who provides/installs each item on these schedules.

Answer: The only I.T. related owner furnished items are the "66 block w/ Amphenol" and the "Ortronics". All other equipment shall be provided and installed by the contractor.

Asked: 10/31/2023 11:04 AM (CT)

Question: Sheet A210 - PHASE PLANS indicates the Alternate 4 work as "Phase C". We expect this means that it cannot happen until after Phases A and B are completed. Please confirm.

Answer: Correct. The current infirmary shall remain operational until the patients can move into the new building (Phases A&B).

Asked: 10/31/2023 11:04 AM (CT)

Question: We do not find a place to provide additional calendar day impacts for Alternates that will impact the schedule for the project (i.e. Alternate 4/4a). Please advise.

Answer: Please refer to Addendum No. 4.

Asked: 10/31/2023 11:04 AM (CT)

Question: Please advise the status of any building/development permit(s) for this project and the anticipated date of approval(s).

Answer: The building permit is ready. The civil permit should be ready by December 2023.

Asked: 10/31/2023 11:03 AM (CT)

Question: With respect to the electrical service for future shelled areas, please advise any base bid requirements that need to be included for future service.

Answer: The design intent is in base bid to provide service stub-ups capped and sealed to have connection for future fixtures installed in alternates if alternates are approved. Electrical and IT stub-ups are adjacent (within 12") to each other and have been coordinated for position.

Asked: 10/31/2023 11:03 AM (CT)

Question: General Phasing Note B on all of the plumbing alternate drawings (P711-P742) indicates we are connecting sanitary/vent and water lines to lines installed in "previous" phase. We expect the intent is to provide service stubs into these areas within the base bid. Please confirm the base bid requirements include such stubs and provide further detail if necessary.

Answer: The design intent is in base bid to provide service stub-ups capped and sealed to have connection for future fixtures installed in alternates if alternates are approved. The base (previous phase) provides the plumbing infrastructure for future fixtures installed in approved alternates. Per notes on sheets the County provides stub-ups in shell spaces for future connection (waste/vent and water).

Asked: 10/31/2023 11:03 AM (CT)

Question: Reference FP221 - Base Bid Fire Protection requirements. For the base bid, will the Shell Spaces require the necessary Sprinkler System coverage with heads turned up?

Answer: Please refer to the Architect's Addendum B. In base bid shell spaces will show only areas to be protected with basic, non-detention grade fire sprinkler heads.

Asked: 10/31/2023 11:03 AM (CT)

Question: Please advise anticipated area(s) available for contractor's trailer and material storage.

Answer: Available trailer and material storage space(s) is anticipated to be at the northwest corner of the jobsite.

Asked: 10/31/2023 11:03 AM (CT)

Question: Please advise anticipated area(s) available for contractor parking.

Answer: Available parking is anticipated to be at the northwest corner of the jobsite.

Asked: 10/31/2023 11:02 AM (CT)

Question: Are there any existing roof warranties that will require specific manufacturers and/or subcontractors?

Answer: There is currently only a Manufacturer warranty by Soprema.

Asked: 10/31/2023 11:02 AM (CT)

Question: Please provide the existing Fire Alarm manufacturer/system used, and advise of any vendors known to have installed or worked on the existing system.

Answer: The current system is EST-3. The current fire alarm vendor is Star Assets. Collin County requires EST-4 fire alarm control panel for this project. It is manufactured by Edwards and the Contractors are required to install and program the Edwards (EST-4 Panel).

Asked: 10/31/2023 11:02 AM (CT)

Question: Reference A020 Fire Protection Standard Comments: Will the City of McKinney accept an all-weather temporary surface such as flex-base in lieu of permanent paving to allow vertical construction without delay?

Answer: No.

Asked: 10/31/2023 11:01 AM (CT)

Question: Per A020 Fire Protection Standard Comments: Please confirm the City of McKinney will require Fire Lanes completed prior to going vertical with the Phase 2 New Construction. This will impact the Erection/Crane plan and sizing.

Answer: Yes. The City of Mckinney does require completed and striped fire lanes and functioning fire hydrants prior to vertical construction.

Asked: 10/31/2023 11:01 AM (CT)

Question: Reference spec 002113 1.56 G. - Railroad Protective Insurance: Please confirm this is required as there is not a Railroad ROW within 50' of the construction limits. And if required, per this specification, the OWNER shall specify the amount of RPI necessary. Please advise.

Answer: Railroad Protective Insurance is not required.

Asked: 10/31/2023 11:01 AM (CT)

Question: The previous bid documents contained a specification 11 00 00 - EQUIPMENT which is found listed in the table of contents but is not found in the project manual. Please advise, as this specification contained all sorts of equipment and appliances that do not appear to be covered elsewhere.

Answer: Please refer to the Architect's Addendum B. The current bid documents include Equipment specifications. Equipment specifications can be found in 11 15 00-Woven Rod Mesh Barrier, 11 19 16-Gun Lockers, 11 19 50-Detention Surface Padding, and 11 98 12-Detention Doors.

Asked: 10/31/2023 11:00 AM (CT)

Question: We do not find any requirements for an Emergency Responder Radio Coverage System. Please confirm ERRCS is not required.

Answer: ERRCS or DAS is not in the contract scope, but is contracted directly by Collin County and the County will coordinate with the Contractor for install.

Asked: 10/31/2023 11:00 AM (CT)

Question: If criminal background checks are required, what criteria would be cause for inelegibility to work on this project?

Answer: Criminal background checks are not required.

Asked: 10/31/2023 11:00 AM (CT)

Question: Item 1.51 of the Instructions to Bidders eludes to criminal history background checks possibly being required for this project. Please advise if this will be required for all work including work performed outside of the secure perimeter.

Answer: At this time, criminal background checks aren't required for work inside or outside the secured perimeter. If working inside the jail or the secured perimeter, you must be escorted by a member of the jail staff.

Asked: 10/31/2023 11:00 AM (CT)

Question: We have an application from a DEC contractor to be approved to bid on this project, how do we upload their qualifications? Or do we need to email those to another source?

Answer: Please submit a substitution request. (ref. §00 21 16, 1.8)

Asked: 10/26/2023 02:39 PM (CT)

Question: Can you provide CAD files of grading plans for takeoff purposes?

Answer: The REVIT and CAD files will be made available to the awarded contractor. The files aren't currently available for takeoff purposes.

Asked: 10/24/2023 01:06 PM (CT)

Question: Is attendance to one of the prebid conferences mandatory for subcontractors and major equipment suppliers? Or are those just a mandatory requirement for the general contractors wishing to submit a proposal?

Answer: [The County encourages both prime and subcontractors to attend. The general contractor \(prime\) or their representative must attend 1 of the 2 mandatory pre-bid conferences.](#)

Asked: 10/19/2023 11:07 AM (CT)

Question: In Section 01 23 00 ALTERNATES, Alternates 8b and 8c refer to previous Alternates 2 and 3 which no longer exist. To eliminate further confusion, we suggest elimination of the reference to these alternates within the Alternate 8 language.

Answer: Please price only alternate "8a" (line 6). Line items 7 (Alt. 8b) and 8 (Alt. 8c) will be deleted in a future addendum.

Asked: 10/19/2023 09:10 AM (CT)

Question: 3. Alternate 6e is stricken through in Section 01 23 00 ALTERNATES, but we believe it should still be applicable. Please advise.

Answer: Please price the "Flocked Vinyl Flooring" alternate for the "Base Bid" areas only.

Asked: 10/19/2023 09:10 AM (CT)

Question: 2. The area on A236 designated as Alternate 5 is causing us confusion, as the bid form does not provide a spot for an Alternate 5. Is the Alternate 5 area supposed to be in the base bid, or is it a new alternate? If it is a new alternate, the bid form requires revision.

Answer: Please do not submit pricing for Alternate #5 pricing at this time.

Asked: 10/19/2023 09:10 AM (CT)

Question: 1. Our assumption in our initial review of the documents is that the base bid is now everything outside of Alternate 4, and possibly Alternate 5 based on your answer to the next question. Please confirm.

Answer: Pricing is only required for the base bid, alternate #4, and alternate #4A. Please reference A010 Phase Plans. Base bid is any area not labeled "Alternate #1, #2, #3, #4, #4A, or #5" on this page.

Asked: 10/19/2023 09:09 AM (CT)

Question: We are a new vendor for Collin County and are looking at this bid. We are having trouble determining if this project is already designed or if you are looking for architecture and engineering services.

Answer: The project has been designed by Brinkley Sargent Wiginton Architects (ref. RFQ 2021-353 Professional Services, Architectural, Adult Detention Center Expansion, Phase 2 & 3).

Asked: 10/18/2023 11:05 AM (CT)

Question: Due to detail and length of the schedule, we request that the CPM schedule as required in 2.2A. of the qualifications response, be excluded from the 25-page count limitation.

Answer: Please refer to Addendum No. 2.

Asked: 10/18/2023 09:07 AM (CT)
