



City of Waco, Texas

Request for Bid RFB No. 2022-095

Zoo HVAC Replacement

Issue Date: November 30, 2022

Closing Date & Time: December 20, 2022, at 2:00 p.m.

Opening Date & Time: December 20, 2022, at 2:01 p.m.

RFB Opening Location: Purchasing Services Office, 1415 N. 4th Street, Waco, Texas
(via Zoom Video Conferencing) Please see Page 2

For Information Contact: Christopher Hanchard, Purchasing Services, 254-750-6604

Pre-submittal Meeting Location: **Cameron Park Zoo**
1701 North 4th Street, Waco TX 76707
On December 12, 2022 at 10:00 A.M.

Purchasing Services
Post Office Box 2570
Waco, Texas 76702-2570
Telephone 254 / 750-8060
Fax 254 / 750-8063
www.waco-texas.com



ZOOM ACCESS INSTRUCTIONS & ADDITIONAL INFORMATION

PRE BID/ PROPOSAL	
BID NUMBER:	RFB 2022-095
DATE:	12/12/22
TIME: CENTRAL	10:00 AM
QUICK LINK:	
MEETING ID:	
DIAL IN NUMBER:	
PASS CODE:	
ADDITIONAL INFORMATION:	IN PERSON PRE-BID MEETING HELD AT MAIN ENTRANCE CAMERON PARK ZOO. 1701 N 4th. St Waco, TX 76707

BID/ PROPOSAL OPENING	
BID NUMBER:	RFB 2022-095
DATE:	12/20/22
TIME: CENTRAL	2:00 PM
QUICK LINK:	https://wacotx.zoomgov.com/j/1609830615?pwd=Rnd0UHVXWTJYQUJNWIFkNUpQbEJOQT09
MEETING ID:	160 983 0615
DIAL IN NUMBER:	(551)285-1373
PASS CODE:	460325
ADDITIONAL INFORMATION:	

TABLE OF CONTENTS

Register Interest form

- I. Schedule for Solicitation
- II. Contact with City of Waco
- III. Definitions
- IV. Requested Services / Products
- V. Request for Bids – Submission and Award Procedures

Appendices

- A. Services/Products Bid Forms
 - (1) Pricing Form(s)
 - (2) Sample Bid Bond Form
- B. Contract Requirements
 - (1) City of Waco General Terms and Conditions
 - (2) General Conditions for Construction Work
 - (3) Insurance & Indemnification Requirements
 - (4) Worker's Compensation
 - (5) Wage Rates
 - (6) Sales Tax Information
 - (7) House Bill 89 Energy Form
 - (8) House Bill 89 Gun Form
 - (9) House Bill 89 Israel Form
 - (10) House Bill 1295 Information Sheet
 - (11) Protest Procedure
 - (12) Sample Contract Form
 - (13) Sample Payment and Performance Bond Requirements
- C. Forms to Complete and Return
 - (1) Submission of Bid/Proposal and Acknowledgment of Addenda
 - (2) Business Identification Form
 - (3) Conflict of Interest Questionnaire (CIQ form)
 - (4) Disclosure of Relationships with City Council/Officers (City Charter)
 - (5) Minority/Women Owned Business
 - (6) Litigation Disclosure
 - (7) Certification Regarding Debarment
 - (8) Non-collusion Affidavit
 - (9) Resident Certification
 - (10) Texas Public Information Act
 - (11) Drug Free Workplace
- D. Specifications
 - (1) Drawings/Plans



City of Waco, Texas

RFB No. 2022-095

Zoo HVAC Replacement

REGISTER INTEREST

You have received a copy of the above described Request document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and fax this page to 254-750-8063. You may also scan this page and email to: ChristopherH@wacotx.gov.

Company/Firm: _____

Name of Contact Person(s): _____

Email(s): _____

Telephone: _____

Fax: _____

Mailing Address: _____

It is your responsibility to complete and return this form to the City. Failure to do so will result in your not receiving notices and addenda related to this project from the City of Waco. Notices and addenda are posted on the City's website and can be accessed at:

<http://www.waco-texas.com/purchasing-rules.asp>.

City of Waco Purchasing Services

Post Office Box 2570

Waco, Texas 76702-2570

Telephone 254 / 750-8060

Fax 254 / 750-8063

www.waco-texas.com

I. Schedule for Solicitation

The proposed schedule of events is tentative and may be modified throughout the selection process at the discretion of the City of Waco.

Issuance of the RFB	November 30, 2022
Pre-Bid Conference: 10:00 A.M.	December 12, 2022
Deadline for questions is 5:00 P.M.	December 14, 2022
Bids due by 2:00 p.m.	December 20, 2022
Evaluation of submissions	December 21, 2022 thru December 30, 2022

Tentatively, the final selection decision will be made and submitters will be notified of award by December 21-30, 2022. This schedule is subject to change by the City.

II. Contact with City of Waco

The contact person for this solicitation process is: Christopher Hanchard, Purchasing Agent who can be reached at:

Email: ChristopherH@wacotx.gov Telephone: (254) 750-6604 Fax: (254) 750-8063

Questions concerning the solicitation must be submitted to contact person **in writing** on or before date shown in the schedule above.

Via U.S. Mail: City of Waco Purchasing Services Attn: Christopher Hanchard, Purchasing Agent P.O. Box 2570 Waco, Texas 76702-2570	Via Delivery Services/Personal Delivery: City of Waco Purchasing Services Attn: Christopher Hanchard, Purchasing Agent 1415 North 4 th Street Waco, Texas 76707 NOTE: US Mail does NOT deliver to street address
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Contact with someone other than the Purchasing Agent listed above, or his/her designated representative, at the City of Waco concerning this solicitation may be grounds for removal from consideration.

Interpretation, modification, corrections, or changes to the solicitation documents will be made by addenda issued by the City of Waco. Addenda will be made available <https://www.waco-texas.com/bids.asp>. Interested vendors are encouraged to return the Register Interest form on the previous page.

A complete copy of this RFB, including information for bidders, bid forms, contract forms, plans, specifications, bid bond forms, performance and payment bond forms and all other contract documents related to this project are available at <https://www.waco-texas.com/bids.asp>.

III. Definitions

The following definitions apply to this document and the transaction between the City and the selected submitter unless otherwise designated in the context. Terms, which are singular, may include multiple, where applicable and when in the best interests of the City:

- (1) “City” means and refers to the City of Waco, Texas.
- (2) “Company” or “Firm” means and refers to any submitter, whether such submitter be a sole proprietor, corporation, company, partnership, company, or any other entity legally defined or recognized under the laws of the State of Texas.
- (3) “Bid” or “Submission” refers to a response submitted to an RFB.
- (4) “RFB” means and refers to a Request for Bid that will be awarded based on lowest responsible bid or best value to City of Waco.
- (5) “Selected submission” means and refers to the submission sent to the City of Waco by the Selected Firm.
- (6) “Selected Firm” means the firm who is selected by the City and to whom the City Council/City Manager awards a contract for the services or commodities requested in this solicitation.
- (7) “Solicitation” means an RFB issued by the City Waco seeking products or services described in the document.
- (8) “Submitter” or “Vendor” or “Bidder” or “Contractor” means a firm that submits a response to a solicitation.
- (9) “Contract documents” includes the RFB and all of the Appendices attached to the RFB.
- (10) “Day” means a calendar day unless otherwise specifically defined.

IV. REQUESTED SERVICES/PRODUCTS

A. Scope of Services / Specifications

The project includes the replacement of twelve HVAC systems and one air handler at five buildings at the zoo. Three RTU's at the Asian Forest building, two condensers and two air handlers at the Treetops Café building, two condensers, two air handlers, one chiller, and one heat exchanger at the Brazos River Country building, one RTU at the Otter exhibit, two condensers and two air handlers at the Educational building and generally consists of furnishing all labor, materials, equipment, appurtenances, and incidentals as required to remove existing HVAC equipment and replace it with the new equipment in revised location adapted to the existing structural equipment supports. Provide new controls and revised electrical as required.

- (1) Detailed specifications are attached as Appendices.

B. Terms, Conditions, and Requirements

In addition to the specifications for the Project, the attached Appendices include the City's Contract Requirements.

C. Duration of Service

It is anticipated by the City of Waco that the work of this project will be performed within **90 calendar** days from notice to proceed. It is additionally anticipated that work will not be performed on Saturdays, Sundays, or City holidays unless specifically identified on the bid and approved by City. Since "day" is defined as a calendar day, Saturdays, Sundays, and City holidays shall be counted as days and included in calculating the Contract time. If a Contractor wants to perform work on Saturdays, Sundays, or City holidays, the Contractor shall seek approval by making a written request to City. Contractor shall be responsible for all City staff and third-party time, costs, expenses and overtime for work performed on Saturdays, Sundays, or City holidays, unless excused in writing by the City prior to the work.

D. Reservations by City:

The City of Waco reserves the right to reject any and all submittals. This issuance of this solicitation does not obligate the City to contract for expressed or implied services. The City of Waco will not reimburse vendors for any costs incurred during the preparation or submittal of responses to this solicitation.

- (1) Furthermore, the City expressly reserves the right to:
 - (a) Waive any defect, irregularity, or informality in any submittal or procedure;
 - (b) Extend the solicitation closing time and date;
 - (c) Reissue this solicitation in a different form or context;
 - (d) Procure any item by other allowable means;
 - (e) Waive minor deviations from specifications, conditions, terms, or provisions of the solicitation, if it is determined that waiver of the minor

deviations improves or enhances the City's business interests under the solicitation; and/or

- (f) Extend any contract when most advantageous to the City, as set forth in this solicitation.
- (g) Retain all bids submitted and to use any ideas in a bid regardless of whether or not that bid is selected.

V. REQUEST FOR BIDS – SUBMISSION AND AWARD PROCEDURES

A. Requirements

- (1) Qualified vendors should submit one (1) original copy of the Pricing Form as well as one (1) electronic flash drive for the services/products sought by this solicitation and complete all of the required forms by the stated deadline.
- (2) Pricing Forms and Submission/Bid Security
 - (a) Pricing Forms.
 - 1. Bids are to be submitted with a response on each item and the total extended. More than one (1) bid may be submitted on items that meet the specifications and the other RFB requirements.
 - 2. Pricing is to be submitted on units of quantity specified on the Pricing Form with extended totals. In the event of a discrepancy in any extension total, the unit prices shall govern and be binding for purposes of this RFB.
 - 3. All prices included are to be submitted less Federal Excise and State of Texas Sales Taxes. A tax exemption certificate will be executed upon request. The City's federal tax identification number is 1-74-6002468-4.
 - (b) Security – Bid Bond. (**Applies only to Construction work**)
 - 1. Each submission must be accompanied by a **certified check** of the submitter, or a **bid bond** executed by the submitter as principal and having as surety thereon a surety company approved by the City in the amount of 5% of the submission. The Surety's Power of Attorney must accompany the bid bond. The bid bond and surety's Power of Attorney must both carry the same date which is no earlier than three (3) days prior to the scheduled bid opening date.
 - 2. Checks will be returned to all except the three lowest bidders within three days after the opening of bids. The remaining checks will be returned promptly after the City and the selected bidder have executed the contract.
 - 3. If no award has been made within ninety (90) days after the date of the opening of bids, a bidder may demand that the security

submitted be returned so long as said bidder has not been notified of the acceptance of his bid.

4. If the selected bidder refuses or fails to execute and deliver the contract and bonds (payment and/or performance) required within 10 days after receiving notice of the acceptance of his bid, the bid security shall forfeit to the City as liquidated damages for such failure or refusal.
5. A Bid Bond form can be found in the Appendices.

(c) Equipment Submittals

1. Each submission should be accompanied by a complete equipment submittal for the equipment bidder proposes to use for the project.
2. Refer to project specification and drawings for submittal requirements.

B. Completeness of Submission

- (1) Vendors are responsible for examining and being familiar with all specifications, drawings, standard provisions, instructions, and terms and conditions of the solicitation and their responses.
- (2) The vendor must attach all required forms with each submission copy. Forms must be signed by a representative of the vendor authorized to bind the vendor contractually. The vendor must include a statement identifying any exceptions to this RFB or declare that there are no exceptions taken to the RFB.

C. Bid Response Date and Location

Bids must be received at the office of Purchasing Department by 2:00 p.m. (Central Time) on December 20, 2022.

Interested parties may submit their bids **Via Delivery Services or Personal Delivery** to:

City of Waco Purchasing Services Attn:
Christopher Hanchard, Purchasing Agent
1415 North 4th Street
Waco, Texas 76707

Interested parties may also submit their bids through **U.S. Mail** delivered to:

City of Waco Purchasing Services Attn:
Christopher Hanchard, Purchasing Agent
P.O. Box 2570
Waco, Texas 76702-2570

If using U.S. Mail, note that U.S. Mail is initially received at Waco City Hall and then delivered to the office of Purchasing Services by a City courier. That delivery may occur a day or more after being received at Waco City Hall. Allow additional time in advance of

the bid due date for U.S. Mail delivery. If the Purchasing Office has not received the bids by the stated deadline, the bid will be returned unopened.

All submittals shall be sent to the attention of the Purchasing Agent in a sealed envelope that is clearly marked on the outside as follows:

“RFB 2022-095, Zoo HVAC Replacement”

Bid Opening: 2:01 p.m. (Central Time) on December 20, 2022, via Zoom Video Conferencing. Please see Page 2

Vendors accept all risk of late delivery bids regardless of instance or fault. A bid received after the submission deadline will not be considered and will be returned unopened to the submitter. Vendors accept all risks of delivery.

The City will NOT accept a response submitted by facsimile transmission (fax) or by electronic mail (email).

All submissions and accompanying documentation will become the property of the City.

D. Modification to or Withdrawal of Submission

Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by providing a written notice to the Purchasing contact person at the address previously stated. To modify a submission prior to the submission deadline:

- (1) Submit a written notice of the modification **WITHOUT** revealing the bid price. The modification should provide the addition, subtraction, or other modifications so that the final prices or terms will not be revealed to the City until the sealed bid is opened.
- (2) The written modification may be submitted by electronic transmission (fax or email or personal delivery to Purchasing Agent identified earlier in this document. The written modification must be received by the City prior to the closing time.
- (3) If the modification is submitted through an electronic transmission (fax or email), the City must receive an original of the modification document signed by the bidder and submitted to a delivery company (UPS, FedEx, etc.) prior to the bid closing time. If the original of the modification was not submitted to a delivery company prior to the closing time or is not received within three (3) days after the closing time of the bid, consideration will not be given to the modifications provided in the electronic transmission.

A submission may also be withdrawn by providing the notice in person by a representative of the vendor who can provide proof of his authority to act for the vendor. The representative will be required to execute a receipt reflecting the submission is being withdrawn. If a submission is withdrawn before the submission deadline stated

herein, the vendor may submit a new sealed bid provided the new bid is received prior to the closing date and time deadline stated on the cover page and in the Schedule for the Solicitation. This provision does not change the common law right of a submitter to withdraw a submission due to a material mistake in the submission.

E. Submission Validity Period

A submission responding to this RFB signifies the vendor's agreement that the submission, and the content thereof, are **valid for ninety (90)** days following the submission deadline unless otherwise agreed to in writing by all parties. The submission may become part of the contract that is negotiated between the City and the successful vendor.

F. Vendor's Cost to Develop Submission

Costs for developing and assembling submissions in response to this solicitation are entirely the responsibility and obligation of the vendor and shall not be reimbursed in any manner by the City.

G. References

The submission shall include a list of 5 references, at least 3 of which have obtained services or materials from the vendor in the last 24 months.

H. Method of Award and Evaluation of Factors [x in box shows applicable]

(1) For this solicitation, the City will award the contract to the:

☒ Lowest responsible bidder

☐ Bidder who provides goods or services at the best value for the City.

(2) Lowest Responsible Bidder:

(a) The contract will be awarded to the lowest responsible bidder based on the base bid plus any selected alternatives provided the amount does not exceed the funds then estimated by the City as available to finance the contract.

(b) If the contract is bid with alternatives, the City reserves the right to select any combination of alternatives and will then compare all bids using the selected alternatives. If the amount of the bids exceeds the funds available to finance the contract, the City may (i) reject all bids or (ii) may award the contract based on the base bid with such deductions as produces a net total which is available within the available funds.

(3) Best Value:

(a) In determining best value for the City, the City may consider:

1. the purchase price;

2. the reputation of the bidder and of the bidder's goods or services;

3. the quality of the bidder's goods or services;
 4. the extent to which the goods or services meet the municipality's needs;
 5. the bidder's past relationship with the municipality;
 6. the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities;
 7. the total long-term cost to the municipality to acquire the bidder's good or services; and
- (b) Compliance with all bid requirements, delivery and needs of the City are considerations in evaluating bids. The City of Waco reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.
- (4) During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders.

I. Contact Award and Execution

The final contract must be awarded and approved by the Waco City Council if the amount of the contract will exceed \$50,000.00. If the contract is for less than that amount, depending on the amount, the contract may be executed by the City Manager, an Assistant City Manager, department head or director.

APPENDIX A

Services/Products Bid Forms

- (1) Pricing Form(s)
- (2) Sample Bid Bond Form

To: Honorable Mayor and City Council
City of Waco, Texas

BID FORM A
Zoo HVAC Replacement
1701 North 4th Street
City of Waco, Texas

City of Waco RFB # 2022-095

From: _____ (Contractor Print Name Here)

I have received plans, details, and specifications for the project listed above as prepared by Reliance Architecture. I have also received Addenda Nos. _____ and have included their provisions in my bid. I have examined the documents, existing conditions and the site and submit the following bid. In submitting the bid, I agree:

1. To hold my bid open for 90 days after Bid receiving date.
2. To enter into and execute a contract, if awarded on the basis of this bid.
3. To execute the contract, if awarded, within ten (10) calendar days after notification of award, and to commence work not later than ten (10) calendar days from date of "Notice to Proceed."
4. To accomplish the work in accord with the Contract Documents.
5. **To complete the work within 90 calendar days from the Notice to Proceed.** NTP will be established after the contract is executed. If work is not completed by such time, I agree to pay to Owner as liquidated damages the sum of five hundred dollars (\$500.00) for each calendar day after such time that the work remains incomplete, calculated in accordance with the provisions of the Contract Documents. Final completion will be reached on or before fourteen days after the Certificate of Substantial Completion is issued. If work is not completed by such time, I agree to pay to the Owner additional liquidated damages of five hundred dollars (\$500.00) per day for each calendar day after such time that Final Completion is not reached.

I will perform all work of this project for the lump sum price of:

BASE BID: _____
_____ Dollars (\$ _____)

I will perform all work of this project for the lump sum price of:

ALTERNATE BID: _____
_____ Dollars (\$ _____)

[This section intentionally left blank]

To: Honorable Mayor and City Council
City of Waco, Texas

BID FORM A
Zoo HVAC Replacement
1701 North 4th Street
City of Waco, Texas

City of Waco RFB # 2022-095

Executed on _____, 2022.

Company Name

[If participant is a corporation]

Signature: _____

[complete the following]

Print Name: _____

Sole Owner, or Partner, or President of Corporation
(Delete titles inapplicable to signer)

ATTEST:

Whose address is:

(Corporate Seal)

Telephone: _____

Fax: _____

Email: _____

To: Honorable Mayor and City Council
City of Waco, Texas

BID FORM B
Zoo HVAC Replacement
1701 North 4th Street
City of Waco, Texas

City of Waco RFB # 2022-095

From: _____ (Bidding company name here)

I will adjust the contract sum in accordance with the following Unit Prices:

ITEM	DESCRIPTION	UNIT	ADD	DEDUCT
	No unit pricing requested.			

I will add for any additional work above and beyond the scope of this contract for the cost of all jobsite labor and materials furnished plus _____ percent (____%) for overhead and profit. Overhead and profit includes office personnel and expenses.

I will add for any additional work above and beyond the scope of this contract performed by a subcontractor for the cost of subcontractor plus _____ percent (____%) for overhead and profit.

I will use the following subcontractors on this work:

Trade	Subcontractor's Name	Location	MWBE Y/N
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

To: Honorable Mayor and City Council
City of Waco, Texas

BID FORM B
Zoo HVAC Replacement
1701 North 4th Street
City of Waco, Texas

City of Waco RFB # 2022-095

Executed on _____, 2022.

Company Name

[If participant is a corporation]

Signature: _____

[complete the following]

Print Name: _____

Sole Owner, or Partner, or President of Corporation
(Delete titles inapplicable to signer)

ATTEST:

Whose address is:

(Corporate Seal)

Telephone: _____

Fax: _____

Email: _____

BID BOND

THE STATE OF TEXAS §
COUNTY OF _____ §

KNOW ALL MEN BY THESE PRESENTS, THAT _____
_____, (hereinafter called the Principal), as Principal,
and _____,
(hereinafter called the Surety), as Surety, are bound unto the **City of Waco**, Texas, a home
rule municipal corporation of McLennan County, Texas (hereinafter called Obligee) in
the amount _____ DOLLARS
(\$ _____), which is five percent (5%) of the bid, for the payment
whereof said Principal and Surety bind themselves, and their heirs, administrators,
executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid to enter into a certain written
Contract with Obligee for *{enter description of contract below}*

_____,
which is scheduled to be opened on _____, 20____.

**NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS
SUCH**, that if the said Principal shall faithfully, enter into such written Contract, then this
obligation shall be void; otherwise to remain in full force and effect.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal
should withdraw its Bid any time after such Bid is opened and before official rejection of
such Bid or, if successful in securing the award thereof, said Principal should fail to enter
into the Contract and furnish, if required, satisfactory Performance Bond and Payment
Bond, the Obligee, in either of such events, shall be entitled and is hereby given the right
to collect the full amount of this Bid Bond as liquidated damages.

The Surety, for value received, hereby stipulates and agrees that the obligation of
said Surety and its bond shall be in no way impaired or affected by any extension of the
time within which the Obligee may accept such Bid, and said Surety does hereby waive
notice of any such extension.

Bid Bond – Page 2

PROVIDED, further that if any legal action be filed upon this Bond, venue shall lie in McLennan County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this _____ day of _____, 20 ____ .

ATTEST/WITNESS:

_____ Secretary (if corporation) / Witness (if corporation Corporate Seal)	_____ <i>Name of Principal - Contractor</i> BY: _____ signature Title: _____ Address: _____
--	--

ATTEST:

_____ Surety Secretary (Surety Seal)	_____ <i>Name of Surety</i> BY: _____ Attorney-in-Fact signature Address: _____ For Attorney in Fact
_____ Witness to Surety Address: _____ _____	_____

NOTE: Submit an original bid bond and a certified copy of the power of attorney along with full contact information for the Surety. Both the bid bond and the power of attorney should be **dated for the same date which is no earlier than three (3) business days prior to the scheduled bid opening**. [Count back from the day of the bid opening and do not count the bid opening day. Example: bid opening on Thursday, count back Wednesday, Tuesday, and Monday.] If the opening is delayed or rescheduled, Principal and/or Surety may be asked to provide proof that the bid bond executed is still valid.
(11/03/2016)

COMPLETED FORM MUST BE RETURNED WITH BID/PROPOSAL

APPENDIX B

Contract Requirements

- (1) City of Waco General Terms and Conditions
- (2) General Conditions for Construction Work
- (3) Insurance & Indemnification Requirements
- (4) Worker's Compensation
- (5) Wage Rates
- (6) Sales Tax Information
- (7) HB89 Energy Form
- (8) HB89 Gun Form
- (9) HB89 Israel Form
- (10) House Bill 1295 Information Sheet
- (11) Protest Procedure
- (12) Sample Contract Form
- (13) Sample Payment and Performance Bond Requirements

General Waco Terms and Conditions

- (a) **Applicable Law and Venue.** This solicitation and any resulting contract will be governed and construed according to the laws of the State of Texas. The terms and conditions of the contract awarded pursuant to the solicitation are fully performable in McLennan County, Texas and venue for any dispute regarding contract shall be in McLennan County, Texas.
- (b) **Arbitration / Mediation.** The City of Waco will not agree to binding or mandatory arbitration or mediation.
- (c) **Conflict of Interest.** Vendor agrees to comply with the conflict of interest provisions of the Waco City Charter, Waco Code of Ordinances, and/or state law. Vendor agrees to maintain current, updated disclosure of information on file with the Purchasing Services Division throughout the term of the contract.
- (d) **Gratuities.** The City may, by written notice to the Vendor, cancel this contract without liability to the City, if it is determined by the City that gratuities have been offered to any officer or employee of the City with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations in respect to the performance of such a contract. In the event this contract is canceled by City as set forth in this paragraph, the City shall be entitled to recover from Vendor all additional costs incurred by City as a result of the cancellation.
- (e) **Unfunded Liability.** City's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Vendor by City. The City will not incur a debt or obligation to pay selected bidder any amounts the City does not have the current funds available to pay, unless the contract includes a provision for the City to appropriate funding for the debt or obligation.
- (f) **Advance Payments.** The City will not make advance payments to a selected firm or any third party pursuant to this solicitation or resulting contract.
- (g) **Gift of Public Property.** The City will not agree to any terms or conditions that cause the City to lend its credit or grant public money or anything of value to the selected firm.
- (h) **Procurement Laws.** The City will not agree to any terms or conditions that cause the City to violate any federal, Texas, or local procurement laws, including its own charter.
- (i) **Limitation of Liability.** The City of Waco will not agree to an artificial limitation of liability (e.g. liability limited to contract price or liability capped at an amount actually paid in previous 3 months, etc.) or an artificial statute of limitations (e.g. any lawsuit must be commenced within one year of the event).
- (j) **Waiver.** No claim or right arising out of a breach of the contract resulting from this solicitation can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

- (k) **Right To Assurance.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, that party may request that the other party give written assurance of his intent to perform. In the event that a request is made and no assurance is given within five (5) days, the requesting party may treat this failure as an anticipatory repudiation of the contract.
- (l) **Attorney's fees; Legal Costs.** The City will not agree to pay the selected firm's attorney's fees or other legal costs under any circumstances.
- (m) **Advertising.** Vendor shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- (n) **Arrears In Taxes.** Article VII. Taxation, Section 8, of the City of Waco Home Rule Charter states: The City shall be entitled to counterclaim and offset against any debt, claim, demand or account owed by the City to any person, firm or corporation who is in arrears to the City of Waco for taxes, in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand or account after the said taxes are due, shall affect the right of the City to offset the said taxes against the same.
- (o) **Tax Certification; Offset of Other Debts Against City.** Selected bidder hereby certifies that it is not delinquent in the payment of taxes owed to the City and will pay any taxes owed to the City so that such taxes will not become delinquent. If this certification is subsequently determined to be false, such false certification shall constitute grounds for termination of the contract awarded under this SOLICITATION, at the option of City. Furthermore, Selected bidder agrees the City is entitled to counterclaim and offset against any debt, claim, demand, or account owed by the City to the selected bidder, pursuant to the awarded contract, for any debt, claim, demand, or account owed to the City, including other than the taxes mentioned above. The City may withhold from payment under the awarded contract an amount equal to the total amount of debts, claims, accounts, or demands including taxes owed to the City by the selected bidder. The City may apply the amount withheld to the debts and taxes owed to the City by the selected bidder until said debts are paid in full. No assignment or transfer of such debt, claim, demand or account after the said taxes or debts are due shall affect the right of the City to offset the taxes and the debt against the same.
- (p) **Independent Contractor.** The selected bidder will be an independent contractor under the contract. Professional services provided by the selected bidder shall be by the employees or authorized subcontractors of the selected bidder and subject to supervision by the selected bidder, and not as officers, employees or agents of the City. Selected bidder will be required and agrees to comply with all state and federal employment laws as well as all other federal, state and local laws, rules and regulations affecting the performance of all obligations taken herein.
- (q) **No Joint Enterprise/Joint Venture.** It is not the intent of this solicitation or the contract to be awarded to create a joint enterprise or joint venture.
- (r) **Subcontracting Bid.** If subcontracting with another company or individual is proposed, that fact, along with providing the same information for the subcontractor that is required to be provided by the bidder under this solicitation, must be provided and clearly identified in the bid. Following the award of the contract, no additional subcontracting will be permitted without the express prior written consent of the City.

- (s) **Assignment-Delegation.** No right or interest in the contract shall be assigned or delegation of any obligation made by Vendor without the written permission of the City. Any attempted assignment or delegation by Vendor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- (t) **Modifications:** This contract can be modified or rescinded only by a written instrument signed by both of the parties or their duly authorized agents.
- (u) **Interpretation-Parol Evidence:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete agreement for dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection.
- (v) **Equal Employment Opportunity:** Vendor agrees that during the performance of its contract it will:
 - 1. Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
 - 2. Identify itself as an "Equal Opportunity Employer" in all help wanted advertising or request. The Vendor shall be advised of any complaints filed with the City alleging that Vendor is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities to deliver have not been included, however, the Vendor is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.
- (w) **Israel:** Vendor acknowledges that effective September 1, 2017, the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85th (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

General Conditions for Construction Work

The “City of Waco Standard Specifications for Construction” (2013 Edition), hereinafter referred to as City Standard Specifications, is incorporated herein by reference for all intents and purposes. The General Provisions of the City Standard Specifications include provisions related to the administration of the contract. If a provision of the City Standard Specifications conflicts with a provision in this solicitation, the provision in this solicitation controls. If the applicable provision is still unclear, the City Manager for the City of Waco, or his designee, will determine which provisions, specification or standard controls and his determination shall be final.

The City Standard Specifications may be obtained by accessing the City of Waco website at www.waco-texas.com and going to Bid Opportunities – Engineering Services.

- (a) **Permits and Fees:** All permitting fees from the City will be waived on construction projects. The contractor will still need to apply for all applicable permits. However, there will be no cost associated with issuance of City permits.
- (b) **Time of Completion and Liquidated Damages:** Completing the work described in this solicitation in a timely manner is very important to the City of Waco. Submitter must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the City and to fully complete the project within the time stated in the contract documents. As it is impracticable and extremely difficult to fix the actual damages, if any, that may proximately result from a failure by Submitter to perform the service, should Submitter fail to complete the project within the calendar days specified in the contract, Submitter agrees to pay to City, or have withheld from monies due it, the amount stated in the contract documents as liquidated damages for each calendar day of delay or nonperformance. Any sums due and payable hereunder by the Submitter shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the City, estimated at the time of executing this Contract. Execution of a contract for this Project shall constitute agreement by the City and Submitter that said amount is the minimum value of the costs and actual damage caused by the failure of the Submitter to complete the Project within the allotted time. A sum due as liquidated damages may be deducted from payments due the Contractor if such delay occurs. Adjustments to the contract times can only be made as provided in the contract documents and any conditions or specifications referenced therein.

City of Waco Insurance & Indemnification Requirements
Vertical Construction with Builder's Risk (03/22/2019)

Insurance Requirements:

A contractor's financial integrity is of interest to the City. Therefore, subject to a contractor's right to maintain reasonable deductibles, a contractor shall obtain and maintain in full force and effect for the duration of the contract, and any extension hereof, at contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized to do business in the State of Texas that are rated A- or better by A.M. Best Company and/or otherwise acceptable to the City in the following types and amounts:

Type	Amount
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000/\$1,000,000/\$1,000,000
Commercial General Liability Including: <ul style="list-style-type: none"> Premises/Operations Independent Contractors Products Liability/Completed Operations Personal & Advertising Injury Broad form property damage, to include fire legal liability Riggers Liability 	\$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
Business Automobile Liability <ul style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles 	\$1,000,000 per occurrence or its equivalent on a combined single limit (CSL basis).
Umbrella Liability (follow forms) <ul style="list-style-type: none"> Excess of General Liability & Automobile Liability 	\$5,000,000 Each Occurrence / Aggregate
Professional Liability / Errors and Omissions <ul style="list-style-type: none"> (Claims Made Form) 	\$1,000,000 Per Claim / Aggregate
All Risk Builder's Risk <ul style="list-style-type: none"> Including Flood and Earthquake City as named insured or additional insured Replacement Cost 	Amount of the contract or replacement value of the facility.

Term of Policy: With regard to any approved claims-made policy form, a contractor shall maintain and keep in force and effect said coverage during the term of this contract and for a period of seven (7) years following the expiration or completion of the contract with the City, either through an existing carrier or a carrier of comparable financial statute and reputation.

Unless otherwise agreed to in the contract documents, Builders Risk coverage can be terminated at the time that the City accepts the structure as substantially complete, unless the project is being

completed in phases; then the coverage shall remain in effect until the City accepts the entire structure or structures as substantially complete.

Modification of Insurance Requirement: The City reserves the right to review these insurance requirements during the effective period of the contract and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager or designee, based upon changes in statutory law, court decisions, or circumstances surrounding this contract.

Proof of Insurance Required and When to Submit:

Examination & Approval. All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form and content, form of protection, and financial status of insurance company.

When to Submit. Prior to the execution of the contract by the City of Waco and before commencement of any work under this contract, a contractor shall furnish original proof of insurance to the City's Risk Manager which is clearly labeled with the contract name and City department. The proof will include completed/current Certificate(s) of Insurance, endorsements, exclusions, and/or relevant extracts from the insurance policy, or copies of policies. Thereafter, new certificates, policy endorsements, exclusions, and/or relevant extracts from insurance policies, or policies shall be provided prior to the expiration date of any prior certificate, endorsement, or policy. No officer or employee other than the City's Risk Manager or designee shall have authority to waive this requirement.

Additional Insured. Except for Workers' Compensation and Employers' Liability, the City, its elected officials, officers, servants, agents, volunteers and employees shall be named as additional insureds. No officer or employee, other than the City Risk Manager or designee, shall have authority to waive this requirement.

Other-Insurance Endorsement -- All insurance policies are to contain or be endorsed to state that an "Other Insurance" clause shall not apply to the City where the City is an additional insured shown on the policy.

Agent Information. The certificate(s) or other proof of insurance must be completed by the broker of record and must be signed and include the agent information including the agent name, title and phone number. The proof of insurance shall be sent directly from the insurance agent to the City's Risk Management Office by U.S. Postal Service to City of Waco, ATTN: Risk Manager, P.O. Box 2570, Waco, Texas 76702-2570 or by delivery service to 1415 North 4th Street, Waco, Texas 76707. To send by email, please contact the Risk Management Office at 254-750-5730 to obtain the email address.

Precondition to Performance & Basis for Termination. The City shall have no duty to pay or perform under the contract until such certificate(s), policy endorsements, exclusions, and/or relevant extracts from the insurance policy have been delivered to and approved by the City's Risk Manager. The contractor understands that it is the contractor's sole responsibility to provide this necessary information to the City and that failure to timely comply with these insurance requirements shall be a cause for termination of a contract. If the City determines that it will deny payment, not perform, or terminate the contract because of the failure to provide certain information or documents, the City shall give the contractor notice of that determination and allow contractor fifteen (15) days to correct the deficiency.

Waiver of Subrogation. All liability policies will provide a waiver of subrogation in favor of the City.

Notice of Cancellation, Non-renewal, Material Change. The Contractor shall provide written notification to the City of the cancellation, non-renewal, or material change of any insurance required herein. The Contractor shall provide such written notice within five (5) business days of the date the Contractor is first aware of the cancellation, non-renewal, or material change, or is first aware that the cancellation, non-renewal, or material change is threatened or otherwise may occur, whichever comes first. Contractor shall provide the City with a replacement certificate(s) of insurance, policy endorsements, exclusions, and/or relevant extracts from the insurance policy either before the cancellation, non-renewal, or material change is effective, if it knew in advance of such, or within ten (10) business days of first learning of the cancellation, non-renewal, or change if it did not learn of that such action in advance.

INDEMNIFICATION.

A CONTRACTOR EXECUTING A CONTRACT WITH THE CITY AGREES TO ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE SERVICES RENDERED PURSUANT TO THE CONTRACT AND AGREES TO INDEMNIFY, PROTECT, DEFEND, AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS, AND SERVANTS, OF AND FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTIONS OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, PERSONS AND ANY LOSSES FOR DAMAGES TO PROPERTY CAUSED BY OR ALLEGED TO BE CAUSED, ARISING OUT OF, OR ALLEGED TO ARISE OUT OF, EITHER DIRECTLY OR INDIRECTLY, OR IN CONNECTION WITH, THE SERVICES TO BE RENDERED HEREUNDER, WHETHER OR NOT SAID CLAIMS, DEMANDS, CAUSES OF ACTIONS ARE CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND A PARTY TO THIS AGREEMENT, OR WHETHER IT WAS CAUSED BY CONCURRENT NEGLIGENCE OF THE CITY AND SOME OTHER THIRD PARTY.

Employee Litigation: In any and all claims against any party indemnified hereunder by any employee (or the survivor or personal representative of such employee) of the contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, the indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation or other employee benefit acts.
ye benefit acts.

- (c) **Conditions of Work:** While the City is issuing a solicitation including specifications, each Submitter is still responsible for examining all of the issued documents, attending any pre-bid conference, making a site visit, and taking whatever steps are necessary to inform itself of the conditions relating to the project and the employment of labor thereon. Each Submitter must inform itself of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve the Submitter awarded this contract of its obligation to furnish all material and labor necessary to carry out the provisions of the contract. Insofar as possible, the Selected Firm, in carrying out the Project, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
- (d) **Employment Conditions/Requirements:** Submitters shall pay particular attention to the required employment conditions that must be observed and the minimum wage rates to be paid. If federal or state funds are involved in paying for the work, there may be additional requirements that must be followed to comply with the terms of the federal or state funding.
- (e) **Price Discrepancy. In the case of a discrepancy between the unit price and the extended total for a bid item, the unit price will prevail. The unit prices of bids that have been opened may not be changed for the purpose of correcting an error in the bid price.**
- (f) **Security for Faithful Performance [Payment and Performance Bonds]:** Simultaneously with his delivery of the executed contract, the Selected Firm shall furnish the required surety bonds as security for faithful performance of this contract (Performance Bond) and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract (Payment Bond), as specified in the documents included herein. For public works contracts, state law requires a Performance Bond if the contract is for an amount in excess of \$100,000.00 and a Payment Bond if the contract is for an amount in excess of \$50,000.00. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the City. The surety who signs contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
- (g) **Force Majeure:** In the event performance by the Selected Firm of its obligations under this Agreement shall be interrupted or delayed by or as a consequence of a fire, flood, severe weather, or other act of God, war, insurrection, civil disturbance, or act of state, the Selected Firm shall be excused from such performance for the period of time such occurrence shall have lasted or such period as is reasonably necessary to rebuild or take other action necessary to resume performance. The period of time reasonably necessary to rebuild or take other action necessary to resume performance shall be as determined by the agreement of the parties, which agreement shall be negotiated and arrived at in good faith. The Selected Firm shall notify the Contact Person or Contract Administrator of any matter covered above, the occurrence of which interferes or threatens to interfere with the performance of any of its obligations under the bid. Upon such notice, the Selected Firm and the City shall consult and cooperate as to measures which may be taken to overcome the interference or as to alternative measures which may be undertaken by the parties with a view to the continued performance of the bid agreement.
- (h) **Right to Assurance:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the questioning party may demand the other party give written assurance of its intent to perform. In the event that a demand is made, and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

- (i) **Invoice Submittal Procedures:** If invoices are submitted or otherwise used pursuant to the bid awarded under this solicitation, the Selected Firm shall present invoices to the City in the following form and content:
1. Each invoice must reference the City of Waco contract, agreement or Purchase Order number;
 2. Only one contract, agreement, or project shall be billed on a particular invoice;
 3. Only one invoice per every thirty (30) days per contract, agreement, or project may be submitted; and
 4. Each invoice must have a billing number, which reflects in sequence the number of invoices that have been submitted on the contract, agreement, or project.

The invoice requirements stated herein shall not be read to disallow or exclude other information that may be otherwise required or requested by the City. Such information required herein must be submitted only on an invoice and not in any other non-invoice form or document.

- (j) **Termination of Contract:** Except as provided elsewhere in the contract documents:
1. The City may terminate the contract for cause for Selected Firm's failure to perform work, non-adherence to established federal, state and/or local laws, or a violation of any of the contract provisions. Upon written termination, the City may exclude the Selected Firm from the Project site and pursue any remedies available to the City.
 2. Upon ten (10) days written notice, City may terminate the contract for convenience, for any reason. In such case, the Selected Firm shall be paid, without duplication, for completed and acceptable work and expenses, including reasonable overhead and profit, and for other reasonable expenses directly attributable to the termination. In no case shall the Selected Firm be paid for anticipated profits or other consequential damages. Upon receipt of written notice, the Selected Firm shall have a duty to mitigate its termination costs and shall not incur additional costs unrelated to the costs directly related to either securing completed work or winding down the Project.
- (k) **Israel:** Vendor acknowledges that effective September 1, 2017, the City is required to comply with Section 2270.001 of the Texas Government Code, enacted by House Bill 89 (85th (R) Texas Legislature), which requires that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it does not boycott Israel and will not boycott Israel during the term of the contract. By executing this Agreement, Vendor verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

Workers' Compensation Coverage Information

The City of Waco, a State of Texas Governmental Entity and Municipality, is required to comply with the Texas Labor Code. Specifically **Texas Labor Code – Section**

406.96 directs Contractors who enter into a building or construction Contract with a Municipality to certify in writing that (1) the **contractor** provides workers' compensation insurance coverage for each employee of the contractor employed on public projects, and (2) the contractor receive a certificate from each **subcontractor** showing that every employee of the subcontractor is covered by workers' compensation insurance. Texas Labor Code – Section 406.096 states:

Sec. 406.096. REQUIRED COVERAGE FOR CERTAIN BUILDING OR CONSTRUCTION CONTRACTORS.

(a) A governmental entity that enters into a building or construction contract shall require the contractor to certify in writing that the contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the public project.

(b) Each subcontractor on the public project shall provide such a certificate relating to coverage of the subcontractor's employees to the general contractor, who shall provide the subcontractor's certificate to the governmental entity.

(c) A contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.

(d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.

(e) In this section:

(1) "Building or construction" includes:

(A) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;

(B) remodeling, extending, repairing, or demolishing a structure; or

(C) otherwise improving real property or an appurtenance to real property through similar activities.

(2) "Governmental entity" means this state or a political subdivision of this state.

The term includes a municipality.

Acts 1993, 73rd Leg., ch. 269, Sec. 1, eff. Sept. 1, 1993.

28 Texas Administrative Code Section 110.110(c)(7) follows:

Texas Administrative Code Title 28 Section 110.110(c)(7) requires the following language to be contained in building and construction bid specifications and contracts:

Workers' Compensation Insurance Coverage

A. Definitions:

Certificate of coverage ("certificate")- A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC- 83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor 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.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

Prevailing Wage Rates Information

Texas Government Code Chapter 2258 requires a worker employed by a contractor or subcontractor in the execution of a contract for the public work by or on behalf of political subdivision of the state to be paid a prevailing wage rate.

Definition of “public work.” A public work to which this provision applies includes but is not limited to construction of a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. It does not apply to work done directly by a public utility company under an order of a public authority. Whether this Project is a public work shall be determined by the City, and such determination shall be provided in writing to the Contractor before the opening of bids.

Worker wage rate. Contractor agrees, covenants, and guarantees that it and its subcontractor(s) constructing this Project, if a public work, shall pay their workers, other than maintenance workers, employed on this Project:

1. not less than the general prevailing rate of per diem wages for work of a similar character performed within the geographical limits of the City; and
2. not less than the general prevailing rate of per diem wages for legal holiday and overtime work.

"Worker employed on a public work" defined. A worker is employed on a public work for the purposes of this provision if the worker, including a laborer or mechanic, is employed by a contractor or subcontractor in the execution of a contract for a public work with the City, or any officer of the City, or the City Council of the City of Waco.

Determination of prevailing wage rate. The City Council of the City of Waco shall determine the general prevailing rate of per diem wages to be paid for each craft or type of worker needed to construct the Project by:

1. conducting a survey of the wages received by classes of workers employed on public works of a character similar to the contract work in the geographical limits of the City in which this public work is to be performed; or
2. using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.) if the survey used to determine that rate was conducted within a three-year period preceding the date the City Council of the City of Waco issues invitations for bids for this public work.

Sum certain of prevailing wage rate. The City Council shall determine the general prevailing rate of per diem wages as a sum certain, expressed in dollars and cents.

Wage rates incorporated in agreement and in invitation to bid. The prevailing wage rate to be paid for each craft or type of worker needed to construct the public work shall be specified in the invitation to bid for this Project and is incorporated by reference herein.

Determination final. The City Council's determination of the general prevailing rate of per diem wages is final.

Penalty. A contractor or subcontractor who violates this provision shall pay to the City sixty dollars (\$60) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the invitation to bid and this contract. The City Council shall use any money collected under this provision to offset the costs incurred in the administration of this provision. A contractor or subcontractor does not violate this provision if the City Council, in awarding the bid for this contract, does not determine the prevailing wage rates and specify the rates in the invitation to bid and in this contract.

Maintenance of wage record. Contractor agrees, covenants, and guarantees that it and its subcontractor(s) shall keep a record showing:

1. the name and occupation of each worker employed by the contractor(s) and subcontractor(s) in the construction of this public work; and
2. the actual per diem wages paid to each worker.

Inspection of wage record. The record shall be open at all reasonable hours to inspection by the officers and agents of the City.

Payment greater than prevailing rate not prohibited. This provision does not prohibit the payment to a worker employed on a public work an amount greater than the general prevailing rate of per diem wages.

Reliance on certificate of subcontractor. The contractor awarded this bid is entitled to rely on a certificate by a subcontractor regarding the payment of all sums due those working for the subcontractor until the contrary has been determined.

Duty of City to hear complaints and withhold payment. The City Council shall:

1. take cognizance of complaints of all violations of this provision committed in the execution of the construction of this public work; and
2. withhold money forfeited or required to be withheld under this provision from the payments to the contractor(s) under the bid contract, except that the City may not withhold money from other than the final payment without a determination by the City Council that there is good cause to believe that the contractor has violated this provision.

Complaint; initial determination. The City Council shall comply with Sections 2258.023 and 2258.056, Government Code, in the initial determination of a complaint presented pursuant to this provision.

For the purposes of this Project, the general prevailing rate of per diem wages are the wage the rates set forth on the following page(s).

"General Decision Number: TX20220260 10/14/2022

Superseded General Decision Number: TX20210260

State: Texas

Construction Type: Building

County: McLennan County in Texas.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be

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

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

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	06/17/2022
3	08/05/2022
4	10/14/2022

BOIL0074-003 01/01/2021

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

ELEC0072-002 06/01/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 29.05	3%+8.83

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

IRON0084-011 06/01/2022

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 26.76	7.88

PLUM0286-011 06/06/2022

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 33.15	15.37

* PLUM0529-002 10/01/2022

	Rates	Fringes
Plumber.....	\$ 31.00	11.84

* SUTX2014-036 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 18.00	0.00
CARPENTER, Excludes Drywall Hanging, and Metal Stud Installation.....	\$ 14.76 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.13 **	0.00
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 14.27 **	0.00
GLAZIER.....	\$ 20.00	0.00
HVAC MECHANIC (Installation of HVAC Unit Only).....	\$ 15.00	1.56
INSULATOR - MECHANICAL (Duct, Pipe & Mechanical System Insulation).....	\$ 19.77	7.13
IRONWORKER, REINFORCING.....	\$ 13.35 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.50	5.15
LABORER: Common or General.....	\$ 11.10 **	0.00
LABORER: Mason Tender - Brick...	\$ 8.00 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 9.93 **	0.00
LABORER: Pipelayer.....	\$ 12.49 **	2.13
LABORER: Roof Tearoff.....	\$ 11.28 **	0.00

OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 13.59 **	1.60
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 13.93 **	0.00
OPERATOR: Bulldozer.....	\$ 18.29	1.31
OPERATOR: Drill.....	\$ 16.22	0.34
OPERATOR: Forklift.....	\$ 15.00	0.00
OPERATOR: Grader/Blade.....	\$ 14.34 **	1.68
OPERATOR: Loader.....	\$ 14.01 **	0.44
OPERATOR: Mechanic.....	\$ 17.52	3.33
OPERATOR: Paver (Asphalt,		
Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 13.11 **	0.00
PAINTER (Brush, Roller, and		
Spray).....	\$ 13.00 **	0.00
ROOFER.....	\$ 13.75 **	0.00
SHEET METAL WORKER (HVAC Duct		
Installation Only).....	\$ 19.00	5.73
SHEET METAL WORKER, Excludes		
HVAC Duct Installation.....	\$ 14.62 **	0.00
TILE FINISHER.....	\$ 11.22 **	0.00
TILE SETTER.....	\$ 14.74 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.24 **	1.62
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 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION

TEXAS SALES TAX EXEMPTION INFORMATION

This information is being provided to assist contractors and is therefore general in nature. It is not a substitute for advice from the contractor's attorney or accountant.

Under the Texas Tax Code Section 151.309, the City of Waco is exempt the payment of sales tax. In addition, when the City contracts with a third party to make certain improvements to real property, purchases of materials/consumable items that are physically incorporated into that real property may also exempt from state and local sales tax. Items qualifying for this exemption must be used up entirely on a job for the City of Waco.

To claim this exemption, a contractor who has a Texas Taxpayer Number (the number on their Texas Sales and Use Tax Permit number) can complete the Texas Sales and Use Tax Resale Certificate (front side of Form 01-339) and provide it to the vendor from whom the contractor is purchasing materials and supplies for use under a contract with the City of Waco. The form is available on the Texas Comptroller website at:

<http://www.window.state.tx.us/taxinfo/taxforms/01-forms.html>

or

<http://www.window.state.tx.us/taxinfo/taxforms/01-339.pdf>

A copy of a blank form has been attached for your convenience. In completing the exemption form (01-339 front) when purchasing materials and supplies, a contractor will:

- (1) List itself (the contractor) as the purchaser and complete required information;
- (2) Fill in the name and required information about the seller;
- (3) Describe the item being purchased or attached order or invoice – the only items included must be items that will be entirely consumed or used in the project for the City of Waco – might include statement that purchase is related to contract with City of Waco, Texas, for Project {description, e.g., New Street sewer lien project};
- (4) Describe the type of business activity generally engaged in by purchaser or type of items normally sold by the purchaser

Since the City of Waco is a governmental entity, the contract or purchase order with the City provides the necessary documentation that the materials are acquired for an exempt contract [See 34 TAC §3.291(c)(1)]. However, if requested, the City of Waco will provide to the contractor awarded the contract an executed exemption certification showing that the city is exempt from sales tax (Form 01-339 back).

The state statutes and rules related to sales tax can be accessed from the Texas Comptroller website: <http://www.window.state.tx.us/taxinfo/sales/>

In addition, the Texas Comptroller's office can be contacted at 1-800-252-555 for questions about Sales and Use Taxes.

State statutes regarding sales tax can be found in Texas Tax Code Chapter 151 at:

<http://www.statutes.legis.state.tx.us/Docs/TX/htm/TX.151.htm>

Rules related to sales tax in the Texas Administrative Code can be found at:

[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=5&ti=34&pt=1&ch=3&sch=O&rl=Y)

01-339 Front

RFB2021-068

(Rev.4-13/8)

Texas Sales and Use Tax Resale Certificate

Name of purchaser, firm or agency as shown on permit	Phone (Area code and number)
Address (Street & number, P.O. Box or Route number)	
City, State, ZIP code	
Texas Sales and Use Tax Permit Number (must contain 11 digits)	
Out-of-state retailer's registration number or Federal Taxpayers Registry (RFC) number for retailers based in Mexico (Retailers based in Mexico must also provide a copy of their Mexico registration form to the seller.)	

I, the purchaser named above, claim the right to make a non-taxable purchase (for resale of the taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____

City, _____ State, _____ ZIP code: _____

Description of items to be purchased on the attached order or invoice:

Description of the type of business activity generally engaged in or type of items normally sold by the purchaser:

The taxable items described above, or on the attached order or invoice, will be resold, rented or leased by me within the geographical limits of the United States of America, its territories and possessions or within the geographical limits of the United Mexican States, in their present form or attached to other taxable items to be sold.

I understand that if I make any use of the items other than retention, demonstration or display while holding them for sale, lease or rental, I must pay sales tax on the items at the time of use based upon either the purchase price or the fair market rental value for the period of time used.

I understand that it is a criminal offense to give a resale certificate to the seller for taxable items that I know, at the time of purchase, are purchased for use rather than for the purpose of resale, lease or rental, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

Purchaser	Title	Date
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This certificate should be furnished to the supplier.

Do not send the completed certificate to the Comptroller of Public Accounts.

01-339 (Back)
(Rev.4-13/8)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, _____ State, _____ ZIP _____ code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

	Purchaser	Title	Date

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.

Do not send the completed certificate to the Comptroller of Public Accounts.

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not boycott energy companies; and
2. Company will not boycott energy companies during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Boycott energy company" means without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

(A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by Paragraph (A); and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

ATTACHMENT A**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
2. Company will not discriminate during the term of the contract against a firearm entity or firearm trade association.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile;

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit;

(3) "Discriminate against a firearm entity or firearm trade association":

(A) means, with respect to the entity or association, to:

(i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;

(ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or

(iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and

(B) does not include:

(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and

(ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:

(aa) to comply with federal, state, or local law, policy, or regulations or a directive

by a regulatory agency; or

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(4) "Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases;

(5) "Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine;

(6) "Firearm entity" means:

(A) a firearm, firearm accessory, or ammunition manufacturer, distributor, wholesaler, supplier, or retailer; and

(B) a sport shooting range as defined by Section 250.001, Local Government Code;

(7) "Firearm trade association" means any person, corporation, unincorporated association, federation, business league, or business organization that:

(A) is not organized or operated for profit and for which none of its net earnings inures to the benefit of any private shareholder or individual;

(B) has two or more firearm entities as members; and

(C) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

ATTACHMENT A**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2274.002**

By signing below, Contractor hereby verifies that Section 2274.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002

State law requires verification from a Company for contracts (which includes contracts formed through purchase orders) involving goods or services: (1) between a government entity and a Company with 10 or more full-time employees, and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

By signing below, Company hereby verifies the following:

1. Company does not boycott Israel; and
2. Company will not boycott Israel during the term of the contract.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

The following definitions apply to this state statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

ATTACHMENT A**VERIFICATION REQUIRED BY TEXAS GOVERNMENT CODE SECTION 2271.002**

By signing below, Contractor hereby verifies that Section 2271.002 does not apply to this contract due to the following (check all that apply):

- ☐ Contractor is a sole proprietor; or
- ☐ Contractor has less than 10 full-time employees; or
- ☐ Contract value is for less than \$100,000.00.

PRINT COMPANY NAME: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

NOTICE OF HB 1295 DISCLOSURE

Beginning January 1, 2016, business entities entering into a contract which is approved by the Waco City Council for goods or services to be used by the City of Waco are required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website.

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added Section 2252.908 to the Texas Government Code. Beginning January 1, 2016, a business entity which:

- (1) enters into a contract which must be approved by the Waco City Council
- (2) for goods or services
- (3) to be used by the City of Waco

is required to complete a Certificate of Interested Parties Form 1295 on the Texas Ethics Commission website. **The disclosure requirement applies to a contract (including an amendment, extension or renewal) entered into on or after January 1, 2016.** Business entities required to comply include for-profit and non-profit entities.

The Texas Ethics Commission adopted rules to implement the law and adopted the Certificate of Interested Parties form (Form 1295). The Commission states that it does not have any additional authority to enforce or interpret House Bill 1295.

Form 1295 requires disclosure of interested parties (a) who have a controlling interest in a business entity with whom the government entity contracts or (b) who actively participate in facilitating a contract or negotiating the terms of a contract (such as a broker, advisor, or attorney for business entity) if the person receives compensation from the business entity (but is not an employee of the entity) and communicates directly with the governmental entity regarding the contract. A person has a controlling interest if the person: (1) has an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) has membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) serves as an officer of a business entity that has four or fewer officers, or serves as one of the four officers most highly compensated by a business entity that has more than four officers.

Filing Process:

The Texas Ethics Commission has made the filing Form 1295 available on its website as an electronic form at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A business entity entering into a contract for goods or services with the City of Waco must use that website application to enter the required information on Form 1295 and then print a copy of the form. A certification of filing will be issued by the Commission containing a unique certification number established by the Commission. An authorized agent of the business entity must sign the printed copy of the Form and have the form notarized. The original executed and notarized Form 1295 (with certification of filing) must be filed with the City of Waco. The City is then required to notify the Commission using the Commission's website that the Form 1295 has been received by the City. The information from the completed Form 1295 will then be posted on the Commission's website. The City will retain the original of the notarized form.

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

[illegible]

6 AFFIDAVIT

Signature of authorized agent of contracting business entity

Signature of officer administering oath

Title of officer administering oath

Form provided by Texas Ethics Commission

Procedure to Protest Award Recommendation

- A. If a firm or person believes it is injured as a result of an RFB, a written protest may be filed.
- B. The written protest may be delivered to the City's Purchasing Services Department ("Purchasing") in person to the department offices located at **1415 N. 4th St., Waco, Texas, 76707**, or by certified mail, return receipt requested, to the following address:

**Purchasing Services c/o City of Waco
Post Office Box 2570
Waco, Texas 76702-2570**

- C. The written protest must be filed no later than 5:00 p.m. on the fifth (5th) business day from the date of receipt of notification of the recommendation for the contract award.
- D. The written protest must include the following information before it may be considered:
 - 1. Name, mailing address, and business phone number of the protesting party;
 - 2. Identification of the RFB being protested;
 - 3. A precise and concise statement of the reason(s) for the protest which should provide enough factual information to enable a determination of the basis of the protest; and
 - 4. Any documentation or other evidence supporting the protest.
- E. In conjunction with the department that requested the RFB, Purchasing will attempt to resolve the protest, which may at Purchasing's discretion include meeting with the protesting party. If the protest is successfully resolved by mutual agreement, written verification of the resolution of each ground addressed in the protest will be provided to the city manager or designee assistant city manager.
- F. If the Purchasing is unable to resolve the protest, the protesting party may request the protest be reviewed and resolved by the city manager or designee assistant city manager.
- G. A request for the city manager's review must be in writing and received by the Purchasing within three (3) business days from the date the Purchasing informs the protesting party the protest cannot be resolved. The request for review must be delivered in person to the Purchasing at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.
- H. If a protesting party fails or refuses to request a review by the city manager within the three (3) days, the protest is deemed finalized and no further review by the city is required.
- I. Applicable documentation and other information applying to the protest may be submitted by the protesting party to the Purchasing before review by the city manager. If the protesting party requests a review by the city manager, such documentation will be forwarded to the city manager or designee assistant city manager for consideration. The city manager or designee assistant city manager may likewise notify the protesting party or any city department to provide additional information. The decision reached by the city manager or designee assistant city manager will be final, but the protesting party may still appear before the City Council during the Hearing of the Visitors session of a City Council meeting.

SAMPLE CONTRACT

A sample contract is being provided for information purposes so that the Bidder will be familiar with the possible form of the contract. The City of Waco reserves the right to revise this contract form.

CONTRACT

THIS CONTRACT ("the Contract"), made this _____ day of _____,

2022, by and between **CITY OF WACO**, herein called "Owner" acting herein through its

City Manager or Assistant City Manager, and _____, of _____,
herein called "Contractor".

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction and repair work for

_____, hereinafter called the Project, for the sum of _____ Dollars (\$_____.) and all extra work in connection therewith, and at his (its or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said Project in accordance with the Contract Documents. The Contract Documents consist of the following:

1. This Contract;
2. Permits and licenses from other agencies as may be required by law;
3. The Specifications/Plans which consist of:
 - a. Specifications prepared by the City of Waco/Bisgrove Engineering Services, Inc.
 - b. City of Waco Standard Specifications for Construction" dated 2013, as revised by Special Provisions listed on the City of Waco website at <http://www.waco-texas.com/engineering-specifications.asp> ("City of Waco Standard Specifications"); and
 - c. City of Waco, Texas – Manual of Standard Details revised April 15, 2015, (also referred to as "Standard Plans" in the City of Waco Standard Specifications), the Special Project Provisions, and the Plans (as defined in the City of Waco Standard Specifications); and
 - d. Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges Adopted by the Texas Department of Transportation, November 1, 2014, any Texas Department of Transportation Special Provisions to Specifications and Special Specifications referenced in this project and published on TxDOT's website, and Texas Department of Transportation Special Specifications referenced in this project and published on TxDOT's website, as further stated in Appendix F.
4. Addenda to the RFB (if any);
5. All documents included in **RFB No. 2022-095**
6. Contractor's Bid Proposal;
7. Required bonds;
8. Reference Specifications (as defined in the City of Waco Standard Specifications);
9. Change Directives and Change Orders (as defined in the City of Waco Standard Specifications);
10. All Modifications issued after the execution of the Agreement; and
11. Any other drawings and printed or written explanatory matter.

The Contractor hereby agrees to commence work under this Contract on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the Project within **90 WORKING days** thereafter and perform the work in accordance with the Contract Documents. The Contractor further agrees to pay, as liquidated damages, the sum of **\$500.00** for each WORKING Day thereafter as provided in Section 7.8 of the General Provisions of the City of Waco Standard Specifications.

The **OWNER** agrees to pay the **CONTRACTOR** in current funds for the performance of the contract, subject to additions and deductions, as provided in Section 4 of the City of the General Provisions of the City of Waco Standard Specifications.

IN WITNESS WHEREOF, the parties to these presents have executed this contract, in the year and day first above mentioned.

CITY OF WACO, TEXAS

BY: _____
Bradley Ford, City Manager

APPROVED AS TO FORM & LEGALITY

Breanne Daniels, Assitant City
Attorney

APPROVED:
(Corporate Seal)

ATTEST/WITNESS:

Corporate Secretary or
Witness

CONTRACTOR

By: _____

Title: _____

Address: _____

Note: If Contractor is a corporation, corporate secretary should attest. For other types of entities, a witness should sign.

Sample of Performance and Payment Bond Requirements

Performance Bond

Page 1

Bond No. _____

PERFORMANCE BOND

Required by City of Waco where contract is over \$100,000

STATE OF TEXAS
COUNTY OF McLENNAN

KNOW ALL BY THESE PRESENTS: That we (1) _____
_____, (2) a _____ of (3) _____
hereinafter called **Principal** and (4) _____
_____ of _____, State of _____,
which is duly authorized to do business in the State of Texas and is hereinafter called **Surety**, are held
and firmly bound unto City of Waco of McLennan County, Texas in the amount of _____
_____. Dollars
(\$ _____) in lawful money of the United States, to be paid in McLennan
County, Texas, for the payment of which sum well and truly to be made, we bind ourselves, our heirs,
executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with City of Waco dated the (5) _____ day of _____,
A.D., 20____, a copy of which is hereto attached and make a part hereof for the construction of:

- (1) Correct legal name of Contractor
- (2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form
- (3) City and state of contractor's office
- (4) Correct name of Surety along with city and state
- (5) Leave dates blank. City will fill in with date of City Council action.

NOW THEREFORE, if the Principal shall well, truly and faithfully perform the work in accordance with the plans, specifications and contract documents during the original term thereof, and any extensions thereof which may be granted by the City of Waco, with or without notice to the Surety, and if Principal shall fully satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the City of Waco from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the City of Waco all outlay and expense which the City of Waco may incur in making good any default, then this obligation shall be void. Otherwise, this obligation remains in full force and effect.

For value received, Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work performed thereunder, or the plans, specifications, drawings, etc. accompanying same, with or without notice to Surety, shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder.

Performance Bond**Page 2**

Surety's telephone number is (_____)_____. Any notice of claim shall be sent to Surety at:

Mailing address: _____

Address of surety company: _____.

IN WITNESS WHEREOF, this instrument is executed, this the _____ day of _____, A.D. 20____.

NOTE: Date of Bond must NOT be prior to date of Contract or date of Council action, whichever is later.

ATTEST:

(Principal) Secretary

Principal - Contractor*

(Corporate Seal)

BY: _____

Witness as to Principal

Title: _____

Address: _____

Address: _____

ATTEST:

(Surety) Secretary

Surety

(Surety Seal)

BY: _____
Attorney-in-Fact

Witness to Surety

Address: _____

Address: _____

*If Contractor is Partnership, all partners should execute bond. Use extra pages if necessary.

Bond No. _____

PAYMENT BOND

Required by City of Waco where contract is over \$50,000

**THE STATE OF TEXAS
COUNTY OF McLENNAN**

KNOW ALL MEN BY THESE PRESENTS: That we (1) _____
 (2) _____ of (3) _____ hereinafter called
 Principal and (4) _____
 _____ of _____, State of _____
 _____, which is duly authorized to do business in the State of Texas and is hereinafter called Surety, are
 held and firmly bound unto THE CITY OF WACO of McLENNAN COUNTY, TEXAS, and unto all
 persons, firms, and corporations, who may furnish materials for, or perform labor upon the building or
 improvements hereinafter referred to in the amount of

_____ Dollars

(\$ _____) in lawful money of the United States, to be paid in McLENNAN
COUNTY, TEXAS, for the payment of which sum well and truly to be made, we bind ourselves,
 our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
 certain contract with THE CITY OF WACO dated the (5) _____ day _____, A.D.,
 20____, a copy of which is hereto attached and made a part hereof for _____
 _____ (herein called the "Work").

- | |
|--|
| (1) Correct name of Contractor
(2) A Corporation, a Partnership, Limited Liability Company or an Individual, whatever the business entity form
(3) City and state of contractor's office
(4) Correct name of Surety along with city and state
(5) Leave dates blank. City will fill in with date of City Council action. |
|--|

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall promptly
 make payment to all payment bond beneficiaries as defined in Chapter 2253 of the Texas Government
 Code, supplying labor and materials in the prosecution of the work provided for in said Contract, then
 this obligation shall be null and void; otherwise the obligation shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time,
 alteration or addition to the terms of the Contract or to the Work to be performed under the Contract, with
 or without notice to Surety, shall in any way affect its obligation on this Bond, and it does hereby waive
 notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the
 Work to be performed under the Contract.

The Surety agrees to pay the City of Waco upon demand all loss and expense, including attorney's
 fees and court costs, incurred by the City of Waco by reason of or on account of any breach of this
 obligation by the Surety.

This bond is made for and entered into solely for the protection of all payment bond beneficiaries supplying labor and materials in the prosecution of the work provided for in said contract, and all such payment bond beneficiaries shall have a direct right of action under the bond as provided in Chapter 2253 of the Texas Government Code.

PROVIDED FURTHER, that no final settlement between the City of Waco and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Surety's telephone number is (_____)_____. Any notice of claim shall be sent to Surety at:

Mailing address: _____

Address of surety company: _____

IN WITNESS WHEREOF, this instrument is executed, this the _____ day of _____, A.D. 20____.

NOTE: Date of Bond must NOT be prior to date of Contract or date of Council action, whichever is later.

ATTEST:

(Principal) Secretary

(Corporate Seal)

Witness as to Principal

Address: _____

ATTEST:

(Surety) Secretary

(Surety Seal)

Witness to Surety

Address: _____

Principal - Contractor*

BY: _____

Title: _____

Address: _____

Surety

BY: _____

Attorney-in-Fact

Address: _____

*If Contractor is Partnership, all partners should execute bond. Use extra pages if necessary.

APPENDIX C

Forms to Complete and Return

- (1) Submission of Bid/Proposal and Acknowledgment of Addenda
- (2) Business Identification Form
- (3) Conflict of Interest Questionnaire (CIQ form)
- (4) Disclosure of Relationships with City Council/Officers (City Charter)
- (5) Minority/Women Owned Business
- (6) Litigation Disclosure
- (7) Certification Regarding Debarment
- (8) Non-collusion Affidavit
- (9) Resident Certification
- (10) Texas Public Information Act
- (11) Drug Free Workplace



SUBMISSION OF BID AND ACKNOWLEDGMENT OF ADDENDA RFB No. 2022-095

ISSUED BY CITY OF WACO, TX

The entity identified below hereby submits its response to the above identified RFB. The entity affirms that it has examined and is familiar with all of the documents related to RFB.

DECLARATION OF INTENT

As per the "SUBSTITUTIONS" section of the "STANDARD INSTRUCTIONS FOR ALL BIDS" contained within these bid documents, I attest that the bid submitted is: (check one box below)

- ☐ 1. to the exact Specifications and the Terms and Conditions of the bid documents.
- ☐ 2. to the exact specifications with modifications to the Specifications and/or the Terms and Conditions as noted in the attached documentation.
- or
- ☐ 3. NOT to the exact Specifications and/or the Terms and Conditions and is therefore an alternate bid, submitted for the City's consideration, with attached justification(s) and documentation defending the alternate bid as meeting or exceeding the intent of the specifications or scope of work.

Submitter further acknowledges receipt of the following addenda:

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Addendum No ____ issued _____

Date: _____

Proposal of (entity name) _____

Signature of Person Authorized
to Sign Submission: _____

Signor's Name and Title
(print or type): _____

PLEASE SIGN AND RETURN WITH BID

**BUSINES ENTITY IDENTIFICATION**

To identify the appropriate person to execute documents, please fill in this form:

Full Legal Name of Business Entity: _____

Doing Business As (assumed name): _____

Main Contact Person: _____

Registered Office Address: _____

Business Phone #: _____ Fax#: _____

Email Address: _____ DUNS Number: _____

Check the appropriate box to designate the type of business entity and complete the information below.

Is entity: ☐ Sole Proprietorship ☐ Corporation ☐ Professional Corporation
☐ General Partnership ☐ Limited Partnership ☐ Limited Liability Partnership
☐ Limited Liability Company ☐ Professional Limited Liability Company
☐ Other _____

Date Business Started: _____ State Where Started: _____

If the entity was formed in another state, registration with the Texas Secretary of State may be required before transacting business in Texas. See http://www.sos.state.tx.us/corp/foreign_outofstate.shtml

Publicly traded company ☐ No ☐ Yes – Where Traded: _____

Depending on the type of business entity, the business will have owners, corporate officers, corporate directors, partners, managers, members, etc. Complete the information below -

To provide information on more than one person or entity for boxes 1 to 5, please use back of page, blank page, or another copy of this form.

1	Name of Primary Officer, Partner, Owner, Manager, Member, Director	
2	Position or title with business entity	
3	Address (<i>if different from above</i>)	
4	Who is authorized to execute contracts and other documents?	
5	What is the title or position of the person listed in #4?	
6	Please provide a document (resolution, bylaw, agreement, etc.) that states the person identified in #4 has authority to execute contracts or execute affidavit.	

In signing this form, I acknowledge that I have read the above and state that the information contained therein is true and correct.

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

ESTABLISHING AUTHORITY TO EXECUTE CONTRACT

When an instrument is signed on behalf of a business entity, documentation must be submitted that states the person signing on behalf of the business entity has the authority to do so. That documentation may be in the form of a resolution approved by a corporate board of directors, charter provisions, by-laws, partnership agreement, etc.

If a business entity has a document authorizing one or more individuals to enter into contracts or execute any instrument in the name of the business entity that it may deem necessary for carrying on the business of the entity, a certified copy of that document may be submitted.

If the business has a document stating who can execute documents for the business (such as a corporate resolution, charter provision, corporate bylaw, etc), the certification below may be signed and that document attached to this page.

CERTIFICATION REGARDING ATTACHED DOCUMENT

I, the undersigned person, as the *{title}* _____ of
{business entity} _____, certify that the attached
document authorizes *[name of person]* _____ to execute
contracts and other documents on behalf of said business entity and said document has not been revoked,
altered, or amended and is still in full force and effect.

SIGNED this _____ day of _____, 20_____

(Signature)

Print Name

Attach Document to this Form

If a corporation does not have a document authorizing someone to execute contracts on behalf of the corporation, this resolution form may be used to establish that authority.

RESOLUTION FOR CORPORATION

BE IT RESOLVED by the Board of Directors of _____
(Name of Corporation)

that _____ is hereby authorized to execute a contract with the
(Name)

City of Waco to complete/construct _____
(Name of Project, Project No.)

_____, Secretary is authorized to attest he signature binding the corporation.

(Corporate Seal)

Corporate Name

By: _____

Title: _____

ATTEST:

Secretary of Corporation

CERTIFICATION

I, _____, certify that the above resolution was
(Secretary of Corporation)

adopted by the Board of Directors of _____
(Corporation)

at a meeting on the _____ day of _____, 20__.

(Signature of Secretary)

(Print Name of Secretary)

(Email Address)

If business entity has no document declaring who has authority to execute a contract on behalf of a business entity, this affidavit must be completed.

AFFIDAVIT OF AUTHORITY TO SIGN FOR COMPANY, CORPORATION OR PARTNERSHIP

Name of Business Entity: _____

Which is: ☐ Corporation ☐ Professional Corporation ☐ General Partnership
☐ Limited Partnership ☐ Limited Liability Partnership ☐ Limited Liability Company
☐ Professional Limited Liability Company

On behalf of the above named business entity, I, the undersigned, certify and affirm that the following named person has authority to execute contracts and other documents on behalf of said business entity:

Name: _____

Title: _____

I declare under penalty of perjury that the above is true and correct.

Signature

Print Name

Print Title

STATE OF _____
COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, A.D., 20____.

(seal)

Notary Public

My Commission Expires:



INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a “conflict of interest questionnaire.” The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

Who must complete and filed CIQ form?

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 7. Whether or not a conflict exists determines the other information to include on the form.

Who is a vendor?

The term “vendor” includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

What triggers the requirement to file the Form CIQ?

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Waco

When does a conflict requiring disclosure exist? What has to be revealed?

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Waco and the vendor:
 - (1) has an employment or other business relationship with an officer of the City of Waco, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
 - (2) has given an officer of the City of Waco, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
 - (3) has a family relationship with an officer of the City of Waco.

What family relationships create a conflict?

A “family member” is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

“Family relationship” means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

Who are officers of the City of Waco?

Officers are the members of the Waco City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City is making a decision on some contract or purchase.

When must a vendor file the conflict of interest questionnaire?

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

How do I go about filling out the Conflict of Interest Questionnaire form?

Section 1: Fill in the full name of the **person or company** who is trying to do business with the City. If the “person” is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the “person” is an individual acting as an agent for some other person or a company, then it is the agent’s name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent’s FORM CIQ must note the vendor that the agent acted for.

Section 2: Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.

Section 3: Insert the name of the City of Waco officer with whom there is an affiliation to or business relationship. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

Section 4: Check the “Yes” or “No” box in Section 4 A or B.

4.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

4.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

Section 5: Describe each employment or business relationship with the local government officer named on the form.

Section 6: Check box to acknowledge gifts made that require disclosure.

Section 7. Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

A signature is required in box #4 regardless of any other entry on the form. A copy of

Chapter 176 of the Texas Local Government Code can be found at:

<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

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

Insert name of vendor seeking to do business with the City of Waco

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

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

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

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

Complete A-B if a conflict exist

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

Identify and describe the relationship, if applicable

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

☐

7 Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity _____ Date _____

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes

☐ No

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

☐ Yes

☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date



**DISCLOSURE OF RELATIONS WITH
CITY COUNCIL MEMBER, OFFICER, OR EMPLOYEE OF CITY
OF WACO**

Failure to fully and truthfully disclose the information required by this form may result in the termination of any business the City is now doing with the entity listed below and/or could impact future dealings.

1. Name of Entity/Business/Person doing business with City: _____

Is the above entity: **(Check one)**

☐ A corporation

☐ A partnership

☐ A sole proprietorship or an individual

☐ Other (specify): _____

Check all applicable boxes.

2. Is any person involved as an owner, principal, or manager of name listed in #1 related to or financially dependent on Council member, officer, or employee of the City of Waco?

☐ NO -- there is no such relationship between Entity/Business/Person and the City of Waco.

☐ YES, a person who is a/an ☐ owner, ☐ principal, or ☐ manager of this entity/business/person

is: **(Check all applicable boxes below)**

☐ related to by blood or marriage*

and/or ☐ a member of the same household as

and/or ☐ financially dependent upon** and/or ☐ financially supporting**

to a City of Waco ☐ City Council member, ☐ officer or ☐ employee.

* As used here, "related to" means a spouse, child or child's spouse, and parent or parent's spouse. It also includes a former spouse if a child of that marriage is living (the marriage is considered to continue as long as a child of that marriage lives).

** As used herein, "financially dependent upon" and "financially supporting" refers to situations in which monetary assistance—including for lodging, food, education, and debt payments—is provided by owner, principal or manager of #1 to Council member, officer or employee of City of Waco, or that Council member, officer or employee of City of Waco provides to owner, principal or manager of #1.

If YES, provide (a) the name of owner, principal, or manager, **and** (b) the name of the City Council member, officer or employee (include the department the City officer or employee works for, if known), **and** (c) if a relationship by marriage or by blood/kinship exists. (Use back of sheet if more space is needed)

(a) Name of owner, principal, or manager	(b) Name of Council member, officer or employee & department	(c) What is relationship or household arrangement

3. Is a current City Council member or City employee involved with the name listed in #1 as an owner, principal, manager, or employee, or employed as a contractor for name listed in #1?

☐ NO (no person involved/working for Entity/Business/Person is Council member, officer or employee of the City).

☐ YES, a person is **(Check all applicable boxes)**

(a) a current City of Waco ☐ City Council member, ☐ officer or ☐ employee,

(b) and is ☐ an owner, ☐ a principal, or ☐ a manager of the entity/business/person listed in #1,

or ☐ an employee or ☐ an independent contractor of the entity/business/person listed in #1.

If YES, provide the name of owner, principal, manager, employee or independent contractor who is a City Council member, officer or employee. Include the department the City officer or employee works for, if known.

Signature: _____ Phone #: _____ Date: _____

Print Name: _____ Print Title: _____



**CITY OF WACO
PURCHASING
MINORITY / WOMEN OWNED BUSINESS CERTIFICATION**

The City of Waco is committed to assuring that all businesses are given prompt, courteous, and equal opportunity to provide goods and services to the City. To achieve this goal, the City Council requests the minority women owned status of each vendor on the City vendor list.

Definition: A Disadvantaged Minority and Woman owned Business Enterprise means a business concern owned and controlled by socially and economically disadvantaged individuals. This means any business concern that (a) is at least 51% owned by one or more socially and economically disadvantaged individuals; or in the case of publicly owned businesses, at least 51% of the stock which is owned by one or more socially or economically disadvantaged individuals; and (b) whose management and daily operations are controlled by one or more other socially and economically disadvantaged individuals who own it. The groups included in this program are Black Americans, Hispanic Americans, Women, Asian Pacific Americans, Service Disabled Veterans, and Native Americans

Certification: Bidder declares a minority and/or women owned business status:

_____ YES _____ NO

If yes, check one of the blocks (indicate male or female):

Black M/F_____; Hispanic M/F_____; Woman_____; Asian M/F_____;

Native American M/F_____; Service Disabled Veteran of 20% or more M/F_____.

HUB certified _____ YES _____ NO

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____



LITIGATION DISCLOSURE

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your bid/proposal/qualifications from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

☐ Yes

☐ No

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Waco or any other Federal, State or Local Government, or Private Entity?

☐ Yes

☐ No

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Waco or any other Federal, State or Local Government, or a Private Entity during the last ten (10) years?

☐ Yes

☐ No

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your bid/proposal/qualifications.



INSTRUCTIONS FOR CERTIFICATION REGARDING
Certification Regarding Debarment, Suspension, Ineligibility, and
Voluntary Exclusion

1. By signing and submitting this proposal and the certification form, the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is providing the certification set out on the following form (or reverse side) in accordance with these instructions.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Purchasing Department**

Post Office Box 2570
Waco, Texas 76702-2570
254 / 750-8060
Fax: 254 / 750-8063
www.waco-texas.com

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION**

Project Name: _____

Location: _____

RFB/RFP #: _____

This certification is required (or may be required) by the federal regulations implementing Executive Order 12549, Debarment and Suspension. The regulations were published as Part VII of the May 26, 1988, *Federal Register* (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco Purchasing Department.

READ INSTRUCTIONS BEFORE COMPLETING CERTIFICATION

- (1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.
- (2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company

Name and Title of Authorized Representative

Signature

Date



Notary Public Signature

RESIDENT CERTIFICATION

Chapter 2252 of the Texas Government Code “CONTRACTS WITH GOVERNMENTAL ENTITY, SUBCHAPTER A. NONRESIDENT BIDDERS”:

In accordance with Chapter 2252 of the Texas Government Code, a governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principle place of business is located.

- (1) "Government contract" means a contract awarded by a governmental entity for general construction, an improvement, a service, or a public works project or for a purchase of supplies, materials, or equipment.
- (2) "Governmental entity" means a municipality, county, public school district, or special-purpose district or authority.
- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that as defined in Texas Government Code, Chapter 2252 that:

☐ Yes, I am a Texas Resident bidder

☐ No, I am not a Texas Resident bidder

COMPANY NAME: _____

PRINTED NAME: _____

SIGNATURE: _____

PLEASE SIGN AND RETURN WITH BID



TEXAS PUBLIC INFORMATION ACT
Steps To Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Waco are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission.

On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and **bid sheet with pricing**) that are **not confidential**. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

In signing this form, I acknowledge that I have read the above and further state:

☐ The proposal/bid submitted to the City **contains NO confidential information** and may be released to the public if required under the Texas Public Information Act.

☐ The proposal/bid submitted **contains confidential information** which is labeled and which may be found on the following pages: _____

and any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Vendor/Proposer Submitting: _____

Signature: _____ Date: _____

Print Name: _____ Print Title: _____

PLEASE SIGN AND RETURN WITH PROPOSAL/BID

Revised 10/15/2012

DRUG-FREE WORKPLACE ACT CERTIFICATION

1. Contractor certifies that he/she will provide a drug-free workplace by:
 - (a) publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in Contractor's workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) establishing a drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) Contractor's policy of maintaining a drug-free workplace;
 - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
 - (4) penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);
 - (d) notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify City of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
 - (e) notifying City within ten (10) days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
 - (f) taking one of the following actions within thirty (30) days of receiving notice under subparagraph (d)(2) with respect to any employee so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
 - (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of the above paragraphs.

2. Contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by Contractor, if any, are provided on an accompanying list.

Name of Contractor: _____

Street Address: _____

City: _____

County: _____

State: _____ Zip Code: _____

SIGNED BY: _____

Print Name & Title: _____

Date Signed: _____

APPENDIX D

Specifications

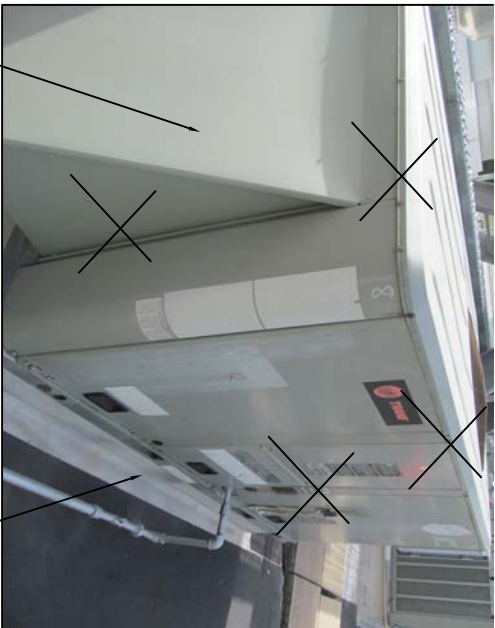
- (1) Drawings/Plans



1 ASIAN FOREST ROOF
SCALE: NONE



2 RTU-(#7) 6 TON
SCALE: NONE DEMO PLAN
REMOVE UNIT SAVE CURB FOR RE-USE



3 RTU-(#8) 6 TON
SCALE: NONE DEMO PLAN
REMOVE UNIT SAVE CURB FOR RE-USE



4 RTU-(#9) 8.5 TON
SCALE: NONE DEMO PLAN
REMOVE UNIT SAVE CURB FOR RE-USE

NEW ROOF TOP UNIT SCHEDULE			
MARK	RTU-7 & 8		RTU-9
NOMINAL TONNAGE	6.0		8.5
MANUFACTURER & MODEL No. TRANE	YSJ072		YSJ102
DOOR FAN DATA	TOTAL CFM	2400	3400
	EXTERNAL STATIC PRESSURE (IN W.C.)	0.5"	0.5"
	FAN MOTOR (HP)	3.0	3.0
	TOTAL CAPACITY (MBH @ 80/67 °F)	71.2	98.3
COOLING DATA	SENSIBLE (MBH @ 80/67 °F)	55.9	77.8
	AMBIENT TEMPERATURE °F	105	105
	GAS HEATING (MBH)	INPUT/OUTPUT	120
ELECTRICAL DATA	VOLTS/PHASE	208/3	208/3
	COMPRESSOR RLA (COMP-1/COMP-2)	14.1/7.2	20.2/9.7
	MCA	38	48
	MOCp	50	60
	EER	11	11
FILTER TYPE / THICKNESS (IN)		PLEATED / 2	30% PLEATED / 2
LOCATION	ROOF		ROOF
UNIT WEIGHT (LBS)	1050		1100
NOTES	1,2,3,4,5		1,2,3,4,5

1. RTU'S ARE DIRECT REPLACEMENT UNITS FOR EXISTING RTU'S ON ROOFTOP AS SHOWN, EXISTING CURBS ARE TO BE RE-USED.
2. PROVIDE WITH METAL HAIL GUARDS AND LOW AMBIENT CONTROLS TO 40 DEGREES F.
3. PROVIDE SMOKE DETECTOR IN RETURN DUCT AND CONNECT TO BUILDING FIRE ALARM SYSTEM. SMOKE DETECTOR SHALL SHUT DOWN UNIT UPON DETECTION OF SMOKE.
4. PROVIDE WITH 14 DAY PROGRAMMABLE THERMOSTATS.
5. PROVIDE WITH ECONOMIZER & BAROMETRIC RELIEF.
6. CONTROLS SHALL BE BY RELIABLE CONTROLS CO.

EXISTING RTU - MODEL/SERIAL/YEAR			
RTU	7	8	9
MFR	TRANE	TRANE	TRANE
MODEL	YSC0072A3RMA366	YSC0072A3RMA366	YSC102A3RLA3661
SERIAL	843100616D	843100616L	8431006590L
YEAR	2008	2008	2008

ASIAN FOREST BUILDING SCOPE OF WORK:

NARRATIVE:

EXISTING RTU'S 7,8 & 9 ARE ABOUT 15 YEARS OLD AND REQUIRE REPLACEMENT. THEY USE R-22 REFRIGERANT HAVE BECOME TOO EXPENSIVE TO MAINTAIN.

PURPOSE OF THIS WORK IS TO REPLACE EXISTING UNITS WITH NEW, DIRECT REPLACEMENT RTU'S.

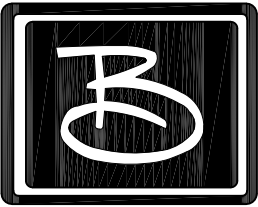
THE EXISTING CURBS ARE TO BE RE-USED, THEY ARE THE SAME AS NEW.

SCOPE OF WORK:

1. DISCONNECT ALL PIPING, DUCT & ELECTRICAL CONNECTIONS.
2. REMOVE EXISTING RTU'S (WITHOUT DAMAGING THE CURBS) AND DISPOSE OF PER OWNER REQUIREMENTS.
3. INSTALL NEW RTU ON EXISTING CURB.
4. RE-CONNECT DUCT & PIPING.
5. REF. E1 ELECT PLAN FOR ELECT WORK.
6. CONTRACTOR SHALL INSPECT AND RE-USE EXISTING DUCT AND PIPING AS IS MOST PRACTICAL. REPLACE WITH NEW AS MAY BE REQUIRED.

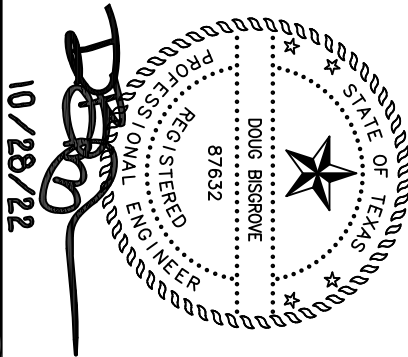
GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS AND AHUTHORITIES HAVING JURISDICTION.
2. ALL WORK SHALL ALSO COMPLY WITH ALL ZOO REQUIREMENTS.
3. CONTRACTOR SHALL VISIT THE SITE AND MAKE HIMSELF FAMILIAR WITH THE WORK PRIOR TO BID, NO ALLOWANCE WILL BE MADE FOR LACK OF KNOWLEDGE.
4. ALL WORK SHALL BE PERFORMED BY EXPERIENCED TRADESMEN IN A NEAT AND PROFESSIONAL MANNER.
5. ALL NEW EQUIPMENT SHALL BE AS SCHEDULED OR OWNER APPROVED EQUAL



Bisgrove
Engineering
Services

(P) 972-820-0157 (F) 214-432-4392



HVAC equipment replacement
project for:

ASIAN FOREST EXHIBIT

CAMERON PARK ZOO

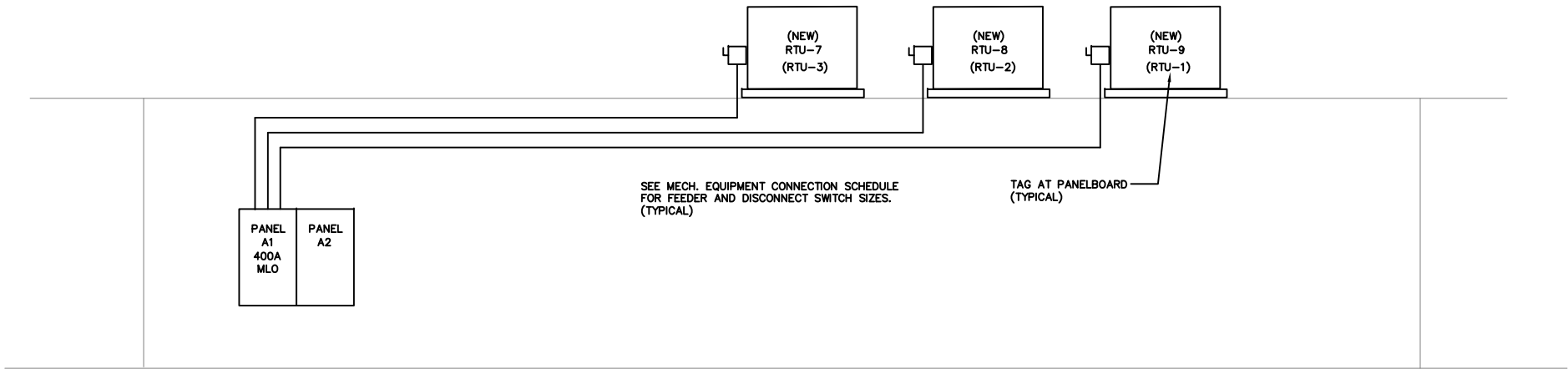
1701 N. 4th St.

WACO, TX 76707

REVISIONS		
No.	DATE	NOTE
PO NO.		00246

RTU 7,8,9
REPLACEMENT PLAN

M1



1

ELECTRICAL RISER DIAGRAM

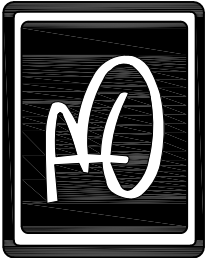
SCALE: NONE

NOTES

- 1. ALL EQUIPMENT AND FEEDERS ARE EXISTING TO REMAIN UNLESS OTHERWISE INDICATED AS (NEW).
- 2. VERIFY IF EXISTING FEEDERS AND DISCONNECT SWITCHES FOR NEW RTU'S CAN BE REUSED, OTHERWISE PROVIDE NEW FEEDERS AND DISCONNECT SWITCHES FOR NEW RTU'S.

MECH. EQUIPMENT CONNECTION SCHEDULE										
SYMBOL	DESCRIPTION	LOAD	MCA AMPS	MOCP AMPS	VOLT/ PHASE	POWER SOURCE PANEL-CKT NO.	CIRCUIT BREAKER	CONDUCTOR/ CONDUIT	DISCONNECT AS/P/AF/NEMA	NOTES
ASIAN FOREST BUILDING: RTU-7, 8, 9 REPLACEMENT										
EXISTING:										
RTU-7	ROOF TOP UNIT - GAS HEATING	6.0 TON	33.9	50	208/3	PANEL A1-13/15/17	50A/3P	EXISTING	EXISTING	
RTU-8	ROOF TOP UNIT - GAS HEATING	6.0 TON	33.9	50	208/3	PANEL A1-7/9/11	50A/3P	EXISTING	EXISTING	
RTU-9	ROOF TOP UNIT - GAS HEATING	8.5 TON	45.1	60	208/3	PANEL A1-1/3/5	60A/3P	EXISTING	EXISTING	
NEW:										
RTU-7	ROOF TOP UNIT - GAS HEATING	6.0 TON	38.0	50	208/3	PANEL A1-13/15/17	50A/3P	3 #6, #8G, 3/4"C	60/3/50/3R	
RTU-8	ROOF TOP UNIT - GAS HEATING	6.0 TON	38.0	50	208/3	PANEL A1-7/9/11	50A/3P	3 #6, #8G, 3/4"C	60/3/50/3R	
RTU-9	ROOF TOP UNIT - GAS HEATING	8.5 TON	48.0	60	208/3	PANEL A1-1/3/5	60A/3P	3 #6, #8G, 3/4"C	60/3/60/3R	
NOTES:										
1. MCA: MINIMUM CIRCUIT AMPS. MOCP: MAXIMUM OVERCURRENT PROTECTION.										

Bisgrove
Engineering
Services



(P) 972-820-0157 (F) 214-432-4392



HVAC equipment replacement
project for:

ASIAN FOREST EXHIBIT

CAMERON PARK ZOO

1701 N. 4th St.

WACO, TX 76707

REVISIONS

No.	DATE	NOTE

PO NO.

00246

RTU 7,8,9
REPLACEMENT PLAN

E1

NEW AIR HANDLING UNIT SCHEDULE SPLIT SYSTEM HEAT PUMP		
MARK	(HEAT UNIT 1 & 2)	10 & 11
NOMINAL TONS		4
INDOOR UNIT	MANUF. AND MODEL	TRANE TEM4 48
CFM		1600
INDOOR MOTOR HP		1/5
E.S.P.		0.50
VOLTS / PH		208/1
MCA		51
MOCp		60
COOLING DATA		
AMBIENT TEMPERATURE (F)		105
ENTERING TEMPERATURE DB/WB (F)		80/67
TOTAL COOLING (MBH)		48.0
SENSIBLE COOLING (MBH)		42.5
SEER (BTU/WATT-HR.)		14.0
HEATING DATA		
HEAT PUMP HEATING (MBH)		44.5
SUPPLEMENTAL ELECT HEATING (AMPS/KW)		34.6/7.2
FILTER TYPE / THICKNESS (IN)		PLEATED / 1"
NET WEIGHT (LB)		175
OUTDOOR UNIT		
TAG	(UNIT 1 & 2)	CU-10 & 11
MANUF. AND MODEL	TRANE	4TTWA 048
UNIT VOLT/PH		208/3
M.C.A		18
M.O.C.P		30
COMPRESSOR		
QTY / RLA		1 /13.7
OUTDOOR FAN		
F.L.A.		1.1
NET WEIGHT (LBS.)		215
NOTES		1,2,3
1. PROVIDE WITH METAL HAIL GUARDS AND LOW AMBIENT CONTROLS TO 40 DEGREES F. 2. PROVIDE WITH 14 DAY PROGRAMMABLE THERMOSTAT. 3. CONTROLS SHALL BE BY RELIABLE CONTROLS CO.		

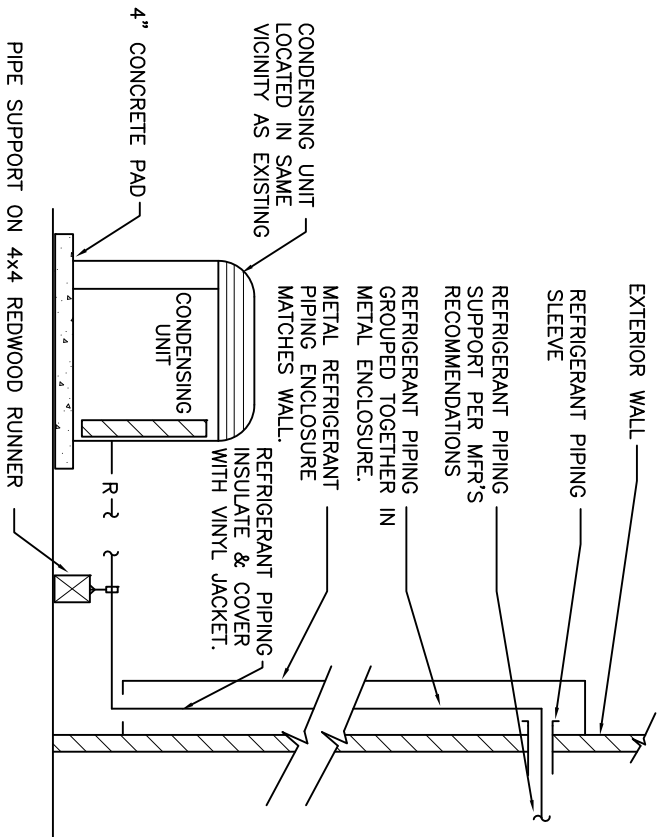
EXISTING SPLIT - MODEL/SERIAL/TEAR			
AHU/CU	10	11	
MFR	CARRIER	CARRIER	
AHU MODEL CU	F4QNF048000AAA 25HBR346G500	F4QNF048000AAA 25HBR346G500	
AHU SERIAL CU	38061J81849 ---	3506A87720 2406E20577	
YEAR	2006	2006	



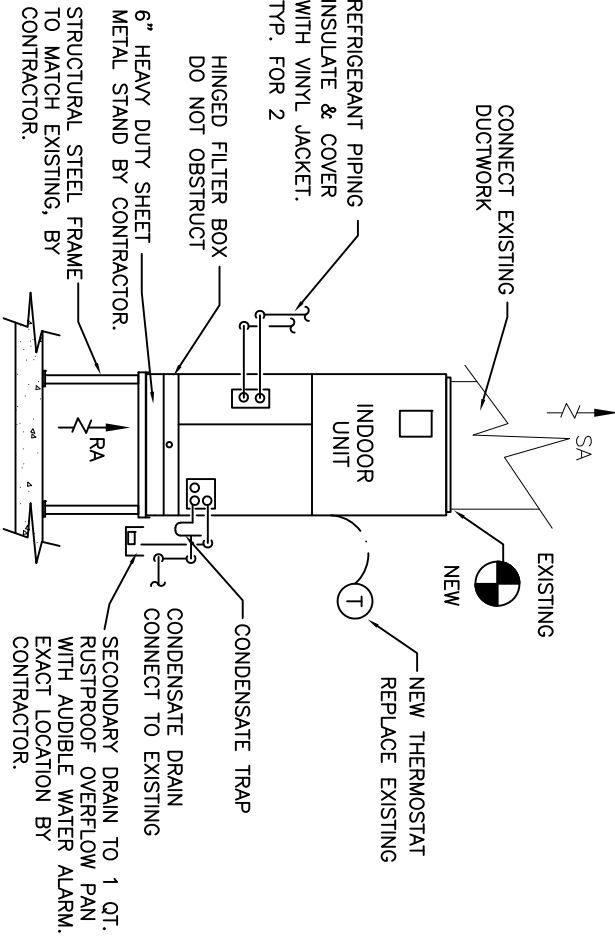
1 EXISTING HEAT PUMP CU (#'S 10 & 11)
SCALE: NONE
DEMO PLAN



2 EXISTING AHU'S (#'S 10 & 11)
SCALE: NONE
DEMO PLAN



4 NEW OUTDOOR UNIT HEAP PUMP DETAIL
SCALE: NONE



3 NEW INDOOR UNIT HEAP PUMP DETAIL
SCALE: NONE

GENERAL NOTES:

- ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS AND AUTHORITIES HAVING JURISDICTION.
- ALL WORK SHALL ALSO COMPLY WITH ALL ZOO REQUIREMENTS.
- CONTRACTOR SHALL VISIT THE SITE AND MAKE HIMSELF FAMILIAR WITH THE WORK PRIOR TO BID, NO ALLOWANCE WILL BE MADE FOR LACK OF KNOWLEDGE.
- ALL WORK SHALL BE PERFORMED BY EXPERIENCED TRADESMEN IN A NEAT AND PROFESSIONAL MANNER.
- ALL NEW EQUIPMENT SHALL BE AS SCHEDULED OR OWNER APPROVED EQUAL

TREETOPS CAFE BUILDING SCOPE OF WORK:

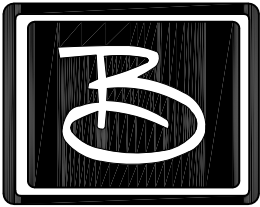
NARRATIVE:

EXISTING SPLIT SYSTEM HEAT PUMP UNITS 1 & 2 ARE ABOUT 18 YEARS OLD AND REQUIRE REPLACEMENT. THEY USE R-22 REFRIGERANT HAVE BECOME TOO EXPENSIVE TO MAINTAIN.

PURPOSE OF THIS WORK IS TO REPLACE EXISTING SPLIT SYSTEMS (INDOOR & OUTDOOR UNITS) WITH NEW.

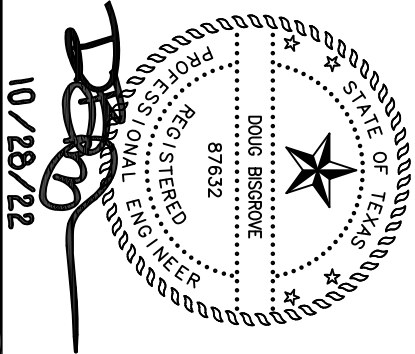
SCOPE OF WORK:

- DISCONNECT ALL PIPING, DUCT & ELECTRICAL CONNECTIONS.
- REMOVE EXISTING SPLIT SYSTEMS AND DISPOSE OF PER OWNER REQUIREMENTS.
- INSTALL NEW SYSTEMS PER DETAILS & MANUFACTURER'S GUIDELINES.
- RE-CONNECT DUCT & CONDENSATE PIPING.
- REF. E2 ELECT DRAWING FOR ELECT WORK.
- CONTRACTOR SHALL INSPECT AND RE-USE EXISTING DUCT & PIPING AS IS MOST PRACTICAL. REPLACE WITH NEW AS MAY BE REQUIRED.



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HVAC equipment replacement
project for:

TREETOPS CAFE

CAMERON PARK ZOO

1701 N. 4th St.

WACO, TX 76707

REVISIONS

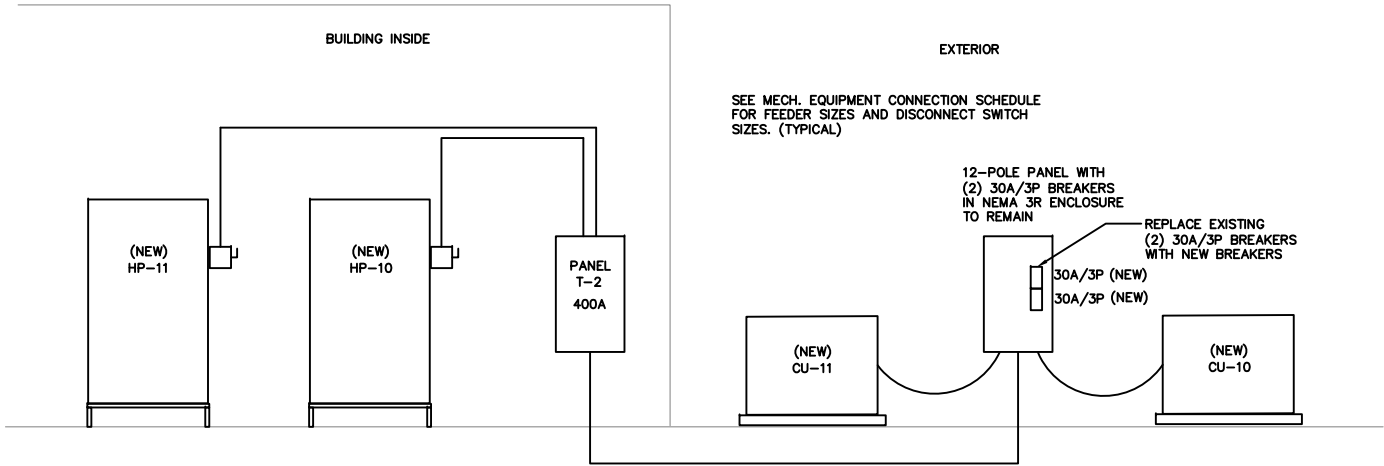
No.	DATE	NOTE

P.O. NO.

00246

SPLIT SYSTEM
REPLACEMENT PLAN

M2



NOTES

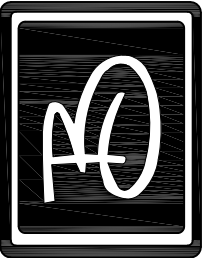
- ALL EQUIPMENT AND FEEDERS ARE EXISTING TO REMAIN UNLESS OTHERWISE INDICATED AS (NEW).
- VERIFY IF EXISTING FEEDERS FOR NEW HP'S & CU'S CAN BE REUSED, OTHERWISE PROVIDE NEW FEEDERS TO NEW HP'S & CU'S.

1 ELECTRICAL RISER DIAGRAM

SCALE: NONE

MECH. EQUIPMENT CONNECTION SCHEDULE										
SYMBOL	DESCRIPTION	LOAD	MCA AMPS	MOCP AMPS	VOLT/ PHASE	POWER SOURCE PANEL	CIRCUIT BREAKER	CONDUCTOR/ CONDUIT	DISCONNECT AS/P/AF/NEMA	NOTES
TREETOPS CAFÉ: SPLIT SYSTEM REPLACEMENT										
EXISTING:										
HP-10	HEAT PUMP - GAS/ELEC HEAT	4.0 TON	51.0	60	208/1	T-2 / 21/23	60A/2P	EXISTING	EXISTING	3
HP-11	HEAT PUMP - GAS/ELEC HEAT	4.0 TON	51.0	60	208/1	T-2 / 40/42	60A/2P	EXISTING	EXISTING	3
CU-10	CONDENSING UNIT	4.0 TON	18.0	30	208/3	T-2 / 25/27/29	30A/3P	EXISTING	30A/3P BREAKER	3
CU-11	CONDENSING UNIT	4.0 TON	18.0	30	208/3	T-2 / 26/28/30	30A/3P	EXISTING	30A/3P BREAKER	3
NEW:										
HP-10	HEAT PUMP - GAS/ELEC HEAT	4.0 TON	51.0	60	208/1	T-2 / 21/23	60A/2P	3 #6, #10G, 1"C	60/2/50/1	2, 3
HP-11	HEAT PUMP - GAS/ELEC HEAT	4.0 TON	51.0	60	208/1	T-2 / 40/42	60A/2P	3 #6, #10G, 1"C	60/2/50/1	2, 3
CU-10	CONDENSING UNIT	4.0 TON	18.0	30	208/3	T-2 / 25/27/29	30A/3P	3 #10, #10G, 3/4"C	30A/3P BREAKER	2, 3
CU-11	CONDENSING UNIT	4.0 TON	18.0	30	208/3	T-2 / 26/28/30	30A/3P	3 #10, #10G, 3/4"C	30A/3P BREAKER	2, 3
NOTES:										
1. MCA: MINIMUM CIRCUIT AMPS.			MOCP: MAXIMUM OVERCURRENT PROTECTION.							
2. REUSE EXISTING CIRCUIT WIRING TO NEW REPLACED UNIT, IF POSSIBLE.						3. VERIFY CIRCUIT NUMBERS FOR ALL UNITS.				

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HVAC equipment replacement
project for:

TREETOPS CAFÉ
CAMERON PARK ZOO
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No.	DATE	NOTE

PO NO. 00246

SPLIT SYSTEM
REPLACEMENT PLAN

E2

R410 NEW WATER COOLING SYSTEM	
MARK	CU-22
NOMINAL TONS	10
CAPACITY (MBH)	120
OUTDOOR UNIT	AQUA LOGIC MT-10-SPLIT
MANUF. AND MODEL	TRANE TTA 120
UNIT VOLT/PH	208/ 3
MCA	46.3
M.O.C.P	70
HEAT EXCHANGER	
MODEL	HX-150-DX
MBH	120
WATER FLOW (MIN/MAX GPM)	130/180
NOTES	1,2,3
1. 50 PSI WATER PRESSURE MAX 2. 800 PSI REFRIGERANT PRESSURE MAX 3. CONTROLS SHALL BE BY RELIABLE CONTROLS CO.	

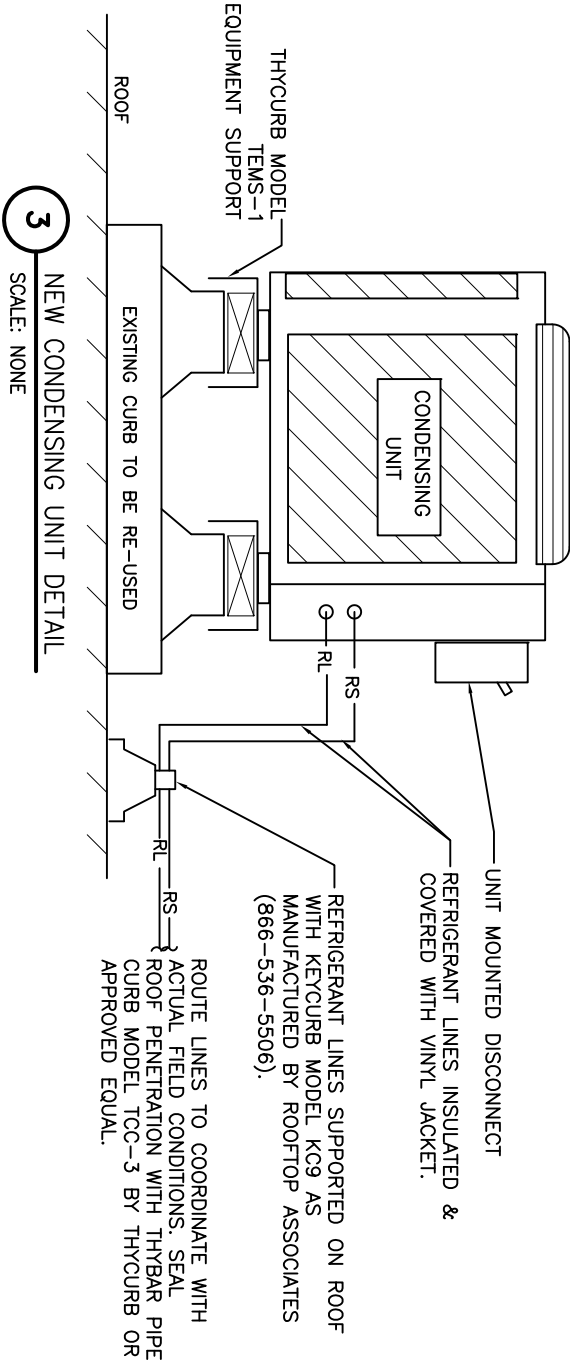
EXISTING CLG UNIT - MOU/SER/R		HTX
CU-22		
MFR	TRANE	AQUA LOGIC
MODEL	TTA120A300FA	HT150 DX
SERIAL	6305K7H4D	--
YEAR	2006	--



1 EXISTING 10T WTR CLG CONDENSING UNIT (#22)
SCALE: NONE
REMOVE UNIT
REF. DETAIL FOR NEW
INSTALLATION
DEMO PLAN



2 EXISTING 10T WTR CLG HT XCHANGER (#22)
SCALE: NONE
REMOVE UNIT
REF. DETAIL FOR NEW
INSTALLATION
DEMO PLAN



3 NEW CONDENSING UNIT DETAIL
SCALE: NONE

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS AND AUTHORITIES HAVING JURISDICTION.
2. ALL WORK SHALL ALSO COMPLY WITH ALL ZOO REQUIREMENTS.
3. CONTRACTOR SHALL VISIT THE SITE AND MAKE HIMSELF FAMILIAR WITH THE WORK PRIOR TO BID, NO ALLOWANCE WILL BE MADE FOR LACK OF KNOWLEDGE.
4. ALL WORK SHALL BE PERFORMED BY EXPERIENCED TRADESMEN IN A NEAT AND PROFESSIONAL MANNER.
5. ALL NEW EQUIPMENT SHALL BE AS SCHEDULED OR OWNER APPROVED EQUAL

BRAZOS RIVER WATER COOLING SCOPE OF WORK:

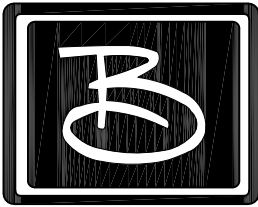
NARRATIVE:

EXISTING 10 TON SPLIT SYSTEM FOR WATER COOLING IS ABOUT 16 YEARS OLD AND REQUIRES REPLACEMENT. IT USES R-22 REFRIGERANT AND HAS BECOME TOO EXPENSIVE TO MAINTAIN.

PURPOSE OF THIS WORK IS TO REPLACE EXISTING SPLIT SYSTEM (INDOOR WATER & OUTDOOR CU) WITH NEW.

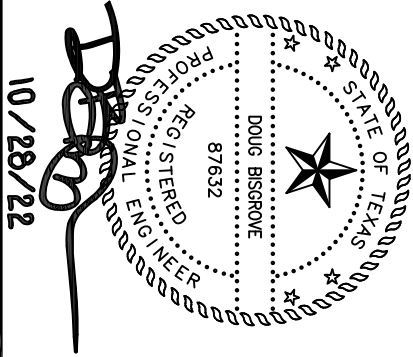
SCOPE OF WORK:

1. DISCONNECT ALL PIPING & ELECTRICAL CONNECTIONS.
2. REMOVE EXISTING SPLIT SYSTEMS EQUIPMENT AND DISPOSE OF PER OWNER REQUIREMENTS.
3. INSTALL NEW SYSTEMS PER DETAILS & MANUFACTURER'S GUIDELINES.
4. RE-CONNECT PIPING.
5. REF. M3B FOR MFR SPECIFICATIONS.
6. REF. E3 ELECT DRAWING FOR ELECT WORK.
7. CONTRACTOR SHALL INSPECT AND RE-USE EXISTING PIPING AS IS MOST PRACTICAL. REPLACE WITH NEW AS MAY BE REQUIRED



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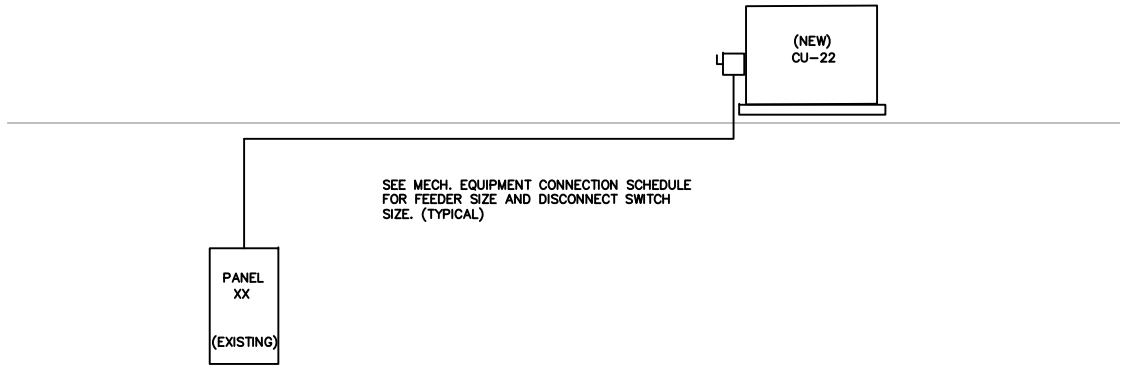
No.	DATE	NOTE

PO NO. 00246

10 TON SPLIT SYSTEM WATER
COOLING RELACEMENT PLAN

M3a





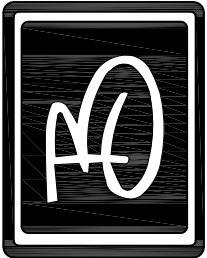
- NOTES
1. VERIFY IF EXISTING POWER SOURCE, PANEL, CIRCUIT BREAKER, FEEDER AND DISCONNECT SWITCH FOR NEW CU-22 CAN BE REUSED, OTHERWISE PROVIDE NEW CIRCUIT BREAKER, FEEDER AND DISCONNECT SWITCH TO NEW CU-22.

1

ELECTRICAL RISER DIAGRAM
SCALE: NONE

MECH. EQUIPMENT CONNECTION SCHEDULE										
SYMBOL	DESCRIPTION	LOAD	MCA AMPS	MOCP AMPS	VOLT/ PHASE	POWER SOURCE PANEL / CKT NO.	CIRCUIT BREAKER	CONDUCTOR/ CONDUIT	DISCONNECT AS/P/AF/NEMA	NOTES
BRAZOS RIVER COUNTRY: 10-TON SPLIT SYSTEM WATER COOLING UNIT REPLACEMENT										
EXISTING:										
CU-22	WATER COOLING CU	10.0 TON	48.1	70	208/3	FIELD VERIFY	EXISTING	EXISTING	EXISTING	
NEW:										
CU-22	WATER COOLING CU	10.0 TON	46.3	70	208/3	FIELD VERIFY	70A/3P	3 #8, #8G, 3/4"C	100/3/70/3R	
NOTES:										
1. MCA: MINIMUM CIRCUIT AMPS. MOCP: MAXIMUM OVERCURRENT PROTECTION.										

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No.	DATE	NOTE
PO NO.		00246

10 TON SPLIT SYSTEM WATER
COOLING RELACEMENT PLAN

E3

NEW AIR HANDLING UNIT SCHEDULE SPLIT SYSTEM COOLING ONLY	
MARK	AC-15
NOMINAL TONS	5
INDOOR UNIT	TRANE
MANUF. AND MODEL	TEM4 60
CFM	2000
INDOOR MOTOR HP	3/4
E.S.P.	0.50
VOLTS / PH	208/1
MCA	6
MOCP	15
COOLING DATA	
AMBIENT TEMPERATURE (F)	105
ENTERING TEMPERATURE DB/WB (F)	80/67
TOTAL COOLING (MBH)	48.0
SENSIBLE COOLING (MBH)	42.5
SEER (BTU/WATT-HR.)	14.0
HEATING DATA	
NO HEATING	--
FLITER TYPE / THICKNESS (IN)	PLEATED / 1"
NET WEIGHT (LB)	175
OUTDOOR UNIT	TRANE
TAG	CU-15
MANUF. AND MODEL	4TTA 060
UNIT VOLT/PH	460/3
M.C.A	9
M.O.C.P	15
COMPRESSOR	
QTY / RLA	1 / 7.1
OUTDOOR FAN	
QTY	1
F.L.A.	1.0
NET WEIGHT (LBS.)	215
NOTES	1,2,3,4

NOTES:

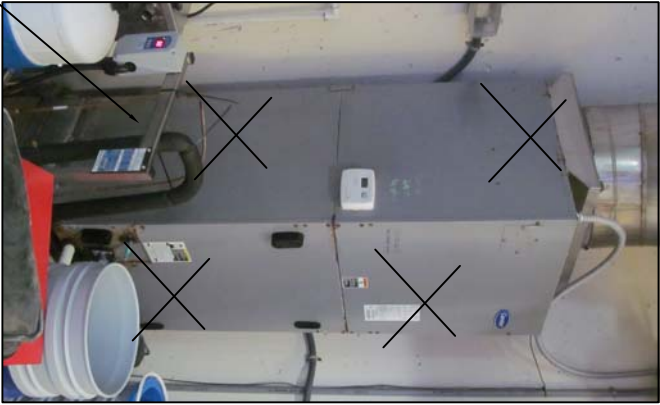
1. PROVIDE WITH METAL HAIL GUARDS AND LOW AMBIENT CONTROLS TO 40 DEGREES F.
2. VERIFY UNIT MODEL NUMBERS AND CAPACITIES WITH MANUFACTURER.
3. PROVIDE WITH 14 DAY PROGRAMMABLE THERMOSTAT.
4. PROVIDE WITH SMOKE DETECTOR & CONNECT TO BUILDING FIRE ALARM SYSTEM.

EXISTING SPLIT - MODEL/SERIAL/YEAR	
AHU/CU	15
MFR	CARRIER
CU	CU
MODEL	F4CIB90000AAA
CU	TZMA-360-DA757
AHU	030644420
SERIAL	---
CU	---
YEAR	2006



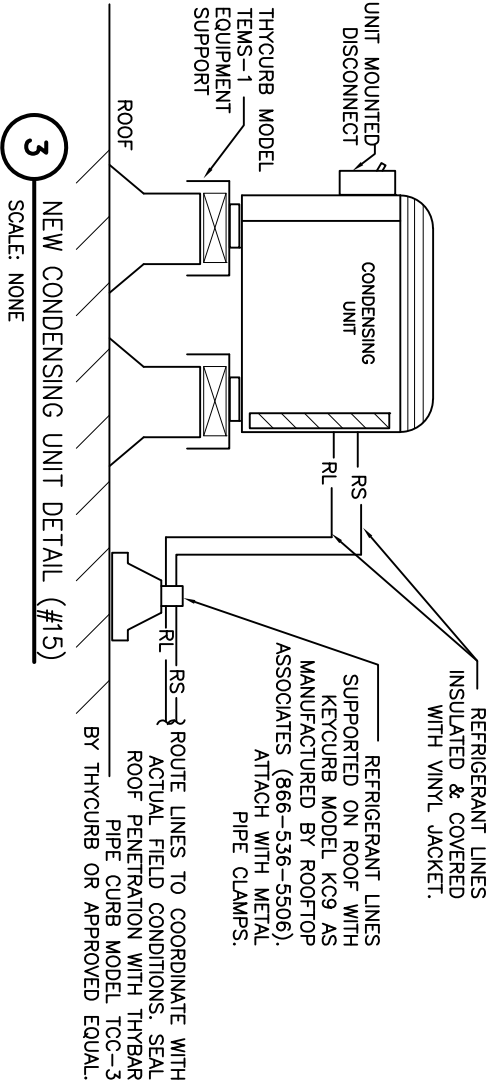
1 EXISTING 5T CU (#15)
SCALE: NONE

REMOVE UNIT
REF. DETAIL FOR NEW
INSTALLATION



2 EXISTING 5T AHU (#15)
SCALE: NONE

REMOVE UNIT REF. DETAIL FOR NEW
INSTALLATION



BRAZOS RIVER COOLING UNIT SCOPE OF WORK:

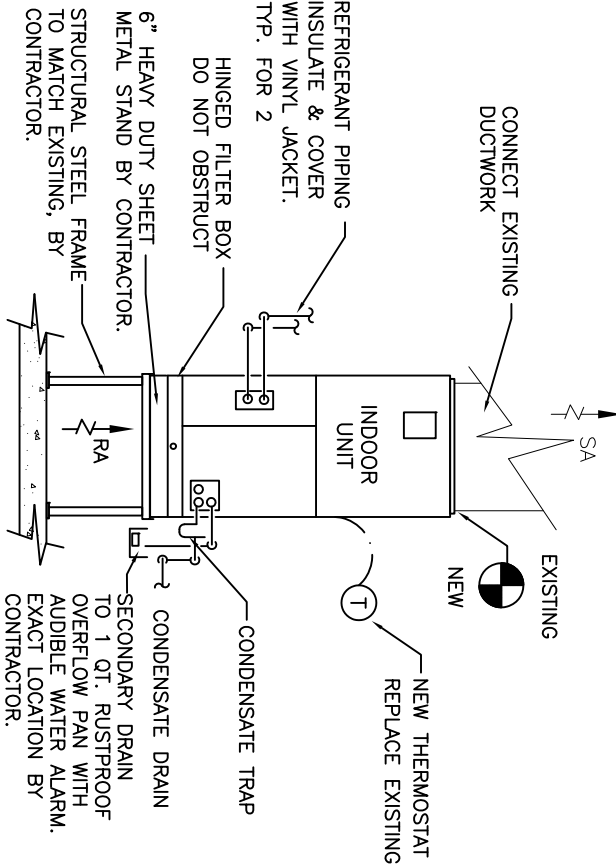
NARRATIVE:

EXISTING 5 TON SPLIT SYSTEM COOLING ONLY UNIT IS ABOUT 10 YEARS OLD AND REQUIRE REPLACEMENT. IT USES R-22 REFRIGERANT AND HAS BECOME TOO EXPENSIVE TO MAINTAIN.

PURPOSE OF THIS WORK IS TO REPLACE EXISTING SPLIT SYSTEM (INDOOR & OUTDOOR UNITS) WITH NEW.

SCOPE OF WORK:

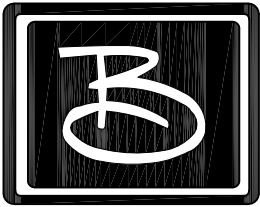
1. DISCONNECT ALL PIPING, DUCT & ELECTRICAL CONNECTIONS.
2. REMOVE EXISTING SPLIT SYSTEMS AND DISPOSE OF PER OWNER REQUIREMENTS.
3. INSTALL NEW SYSTEMS PER DETAILS & MANUFACTURER'S GUIDELINES.
4. RE-CONNECT DUCT & CONDENSATE PIPING.
5. REF E4 ELECTRICAL PLAN FOR ELECT WORK.
6. CONTRACTOR SHALL INSPECT AND RE-USE EXISTING DUCT & PIPING SYSTEMS AS IS MOST PRACTICAL. REPLACE WITH NEW AS MAY BE REQUIRED.



4 NEW AIR HANDLER DETAIL (#15)
SCALE: NONE

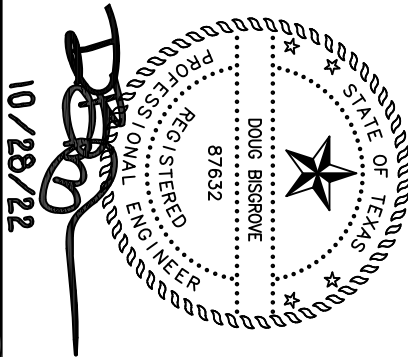
GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS AND AUTHORITIES HAVING JURISDICTION.
2. ALL WORK SHALL ALSO COMPLY WITH ALL ZOO REQUIREMENTS.
3. CONTRACTOR SHALL VISIT THE SITE AND MAKE HIMSELF FAMILIAR WITH THE WORK PRIOR TO BID, NO ALLOWANCE WILL BE MADE FOR LACK OF KNOWLEDGE.
4. ALL WORK SHALL BE PERFORMED BY EXPERIENCED TRADESMEN IN A NEAT AND PROFESSIONAL MANNER.
5. ALL NEW EQUIPMENT SHALL BE AS SCHEDULED OR OWNER APPROVED EQUAL



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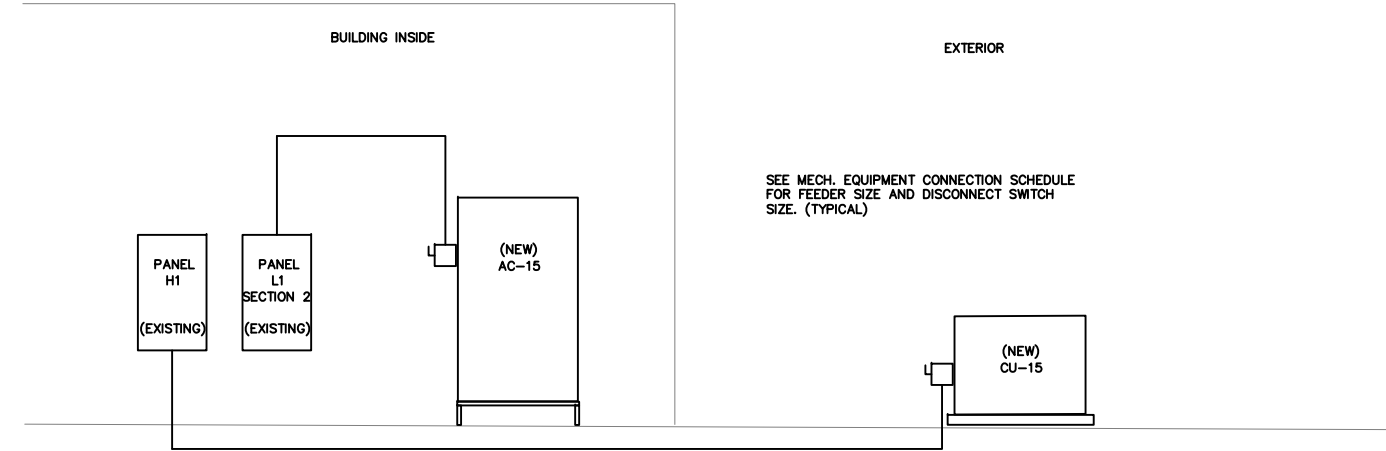
HVAC equipment replacement
project for:
BRAZOS RIVER COUNTRY
CAMERON PARK ZOO
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No.	DATE	NOTE

5 TON SPLIT SYSTEM
REPLACEMENT PLAN

M4



NOTES

- 1. VERIFY IF EXISTING FEEDER AND DISCONNECT SWITCH FOR NEW AC-15 AND CU-15 CAN BE REUSED, OTHERWISE PROVIDE NEW FEEDER AND DISCONNECT SWITCH FOR NEW AC-15 AND CU-15.

1

ELECTRICAL RISER DIAGRAM
SCALE: NONE

MECH. EQUIPMENT CONNECTION SCHEDULE										
SYMBOL	DESCRIPTION	LOAD	MCA AMPS	MOCP AMPS	VOLT/ PHASE	POWER SOURCE PANEL-CKT NO.	CIRCUIT BREAKER	CONDUCTOR/ CONDUIT	DISCONNECT AS/P/AF/NEMA	NOTES
BRAZOS RIVER COUNTRY: 5-TON SPLIT SYSTEM REPLACEMENT										
EXISTING:										
AC-15	AIR HANDLING UNIT	5.0 TON	6.0	15	208/1	PANEL L12-34/36	20A/2P	EXISTING	EXISTING	
CU-15	CONDENSING UNIT	5.0 TON	15.0	15	460/3	PANEL H1-12/14/16	20A/3P	EXISTING	EXISTING	
NEW:										
AC-15	AIR HANDLING UNIT	5.0 TON	6.0	15	208/1	PANEL L12-34/36	20A/2P	3 #12, #12G, 3/4"C	30/3/15/3R	
CU-15	CONDENSING UNIT	5.0 TON	9.0	15	460/3	PANEL H1-12/14/16	20A/3P	3 #12, #12G, 3/4"C	30/3/15/3R	
NOTES:										
1. MCA: MINIMUM CIRCUIT AMPS. MOCP: MAXIMUM OVERCURRENT PROTECTION.										

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10/28/22

HVAC equipment replacement
project for:

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CAMERON PARK ZOO
1701 N. 4th St.
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No.	DATE	NOTE
PO NO.		00246

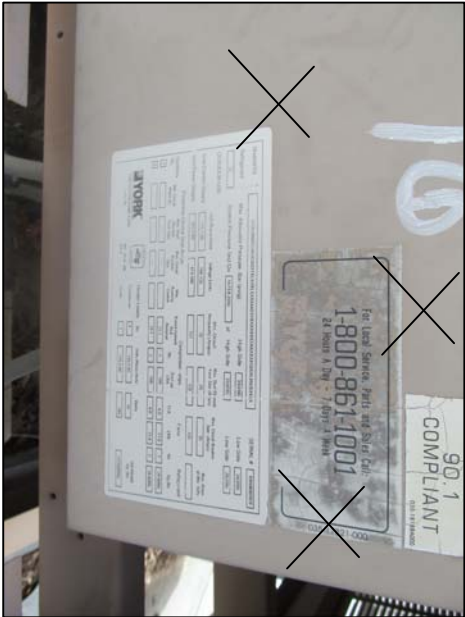
5 TON SPLIT SYSTEM
REPLACEMENT PLAN

E4

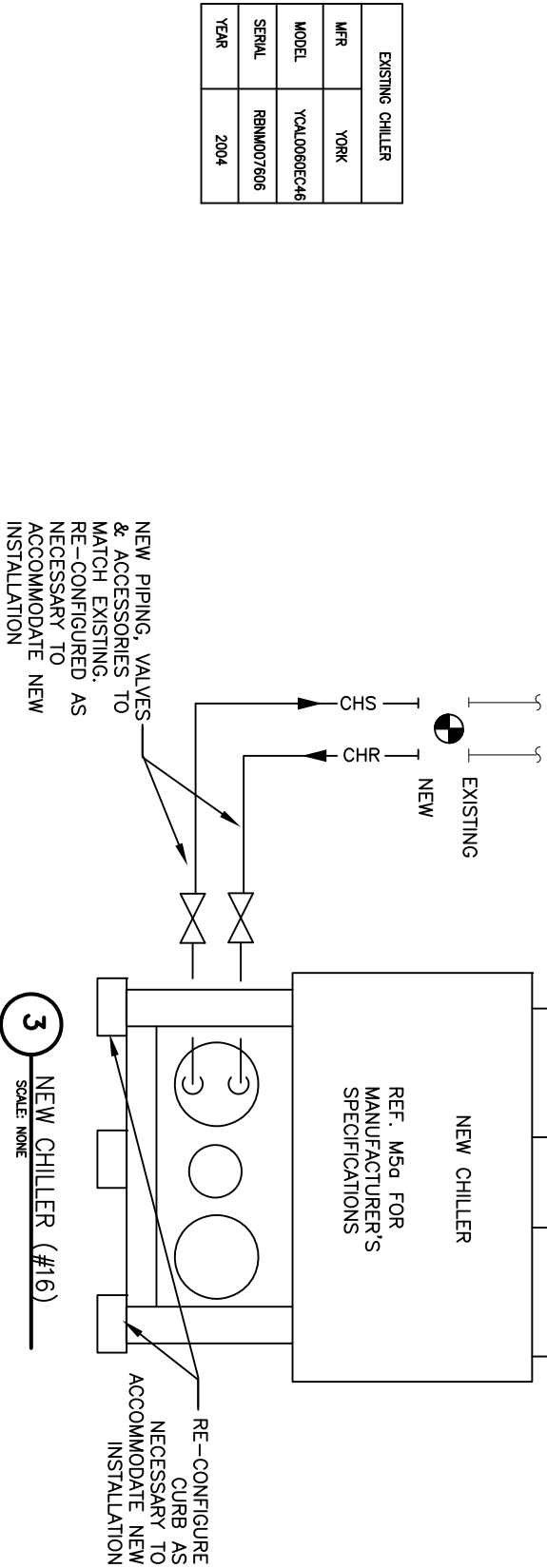
AIR COOLED CHILLER SCHEDULE	
MARK	16
MANUFACTURER	YORK
MODEL	Y1A0058 60 TON
VOLTS/PH	480 / 3
MCA / MOCp	135/150
NO. COMPRESSORS	2
NO. REFRIG. CIRCUITS	2
NO. FANS	4
EWf/LWT (°F)	54/44
GPM (DESIGN/MAX/MIN)	136/329/60
CHW CONN SIZE (IN)	3
PUMPS	EXISTING TO BE RE-USED
NOTES	1,2
NOTES: 1. SINGLE POINT ELECT CONN. 2. CONTROLS SHALL BE BY RELIABLE CONTROLS CO.	



1 EXISTING CHILLER (#16)
SCALE: NONE DEMO PLAN



2 EXISTING CHILLER (#16)
SCALE: NONE DEMO PLAN



GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS AND AUTHORITIES HAVING JURISDICTION.
2. ALL WORK SHALL ALSO COMPLY WITH ALL ZOO REQUIREMENTS.
3. CONTRACTOR SHALL VISIT THE SITE AND MAKE HIMSELF FAMILIAR WITH THE WORK PRIOR TO BID, NO ALLOWANCE WILL BE MADE FOR LACK OF KNOWLEDGE.
4. ALL WORK SHALL BE PERFORMED BY EXPERIENCED TRADESMEN IN A NEAT AND PROFESSIONAL MANNER.
5. ALL NEW EQUIPMENT SHALL BE AS SCHEDULED OR OWNER APPROVED EQUAL

BRAZOS RIVER CHILLER REPLACEMENT SCOPE OF WORK:

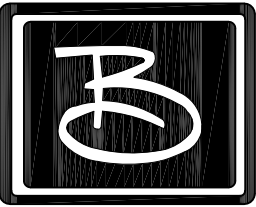
NARRATIVE:

EXISTING 60 TON CHILLER IS ABOUT 18 YEARS OLD AND REQUIRES REPLACEMENT. IT USES R-22 REFRIGERANT AND HAS BECOME TOO EXPENSIVE TO MAINTAIN.

PURPOSE OF THIS WORK IS TO REPLACE EXISTING CHILLER WITH NEW.

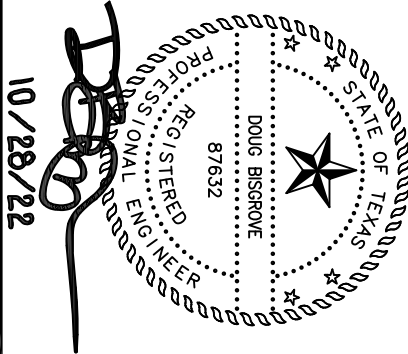
SCOPE OF WORK:

1. DISCONNECT ALL PIPING & ELECTRICAL CONNECTIONS.
2. REMOVE EXISTING CHILLER AND DISPOSE OF PER OWNER REQUIREMENTS.
3. INSTALL NEW CHILLER PER DETAILS & MANUFACTURER'S GUIDELINES.
4. RE-CONNECT PIPING.
5. REF. E5 PLAN FOR ELECT WORK.
6. CONTRACTOR SHALL INSPECT AND RE-USE EXISTING PIPING AS IS MOST PRACTICAL. REPLACE WITH NEW TO MATCH EXISTING AS MAY BE REQUIRED.



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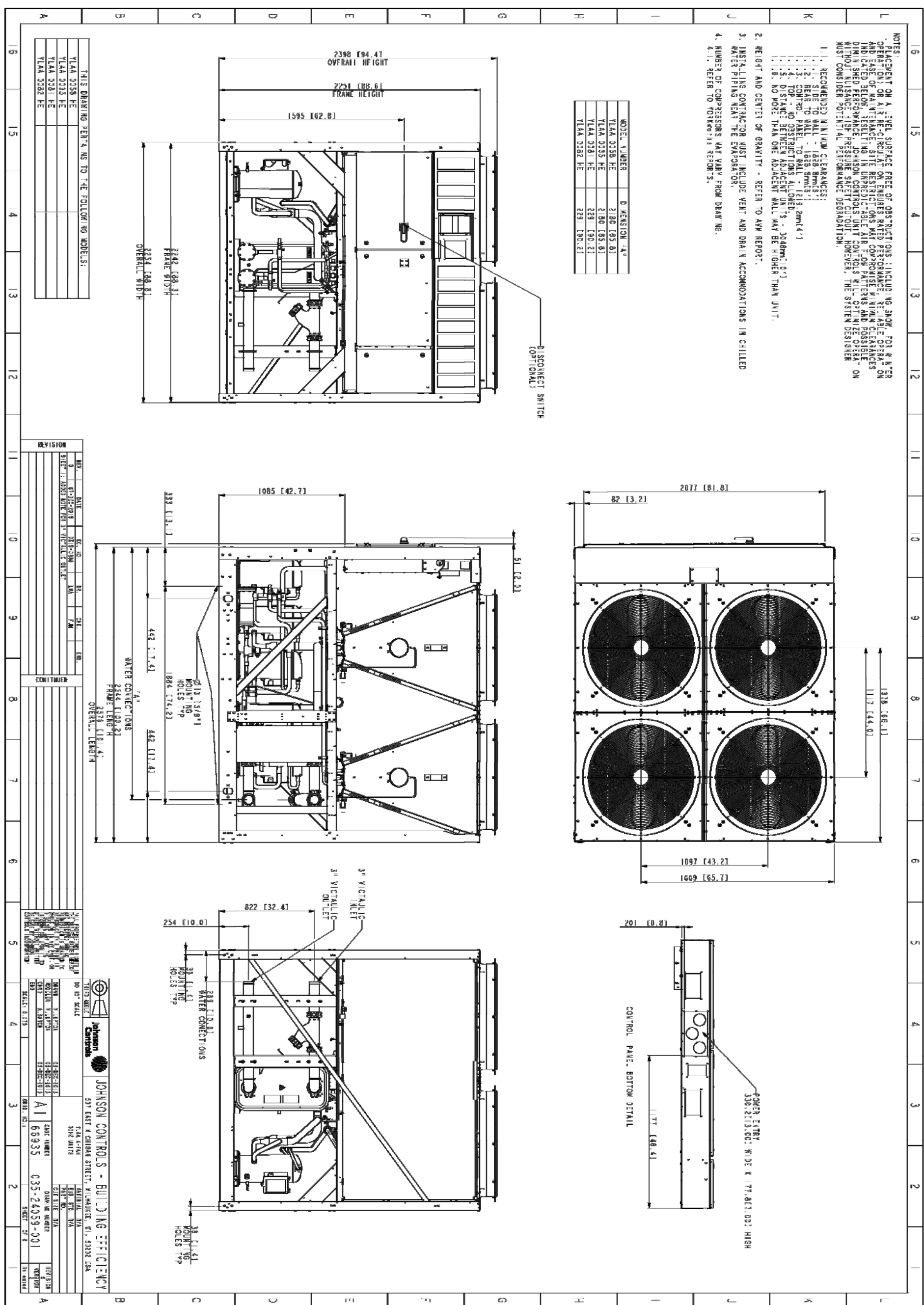
No.	DATE	NOTE

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CHILLER
REPLACEMENT PLAN

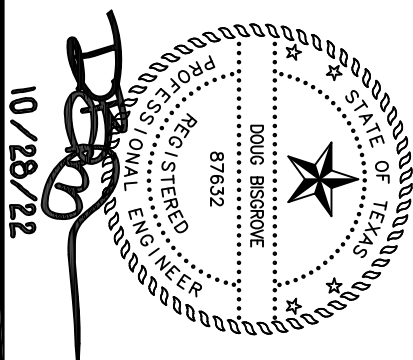
M5a



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10/28/22

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project for:

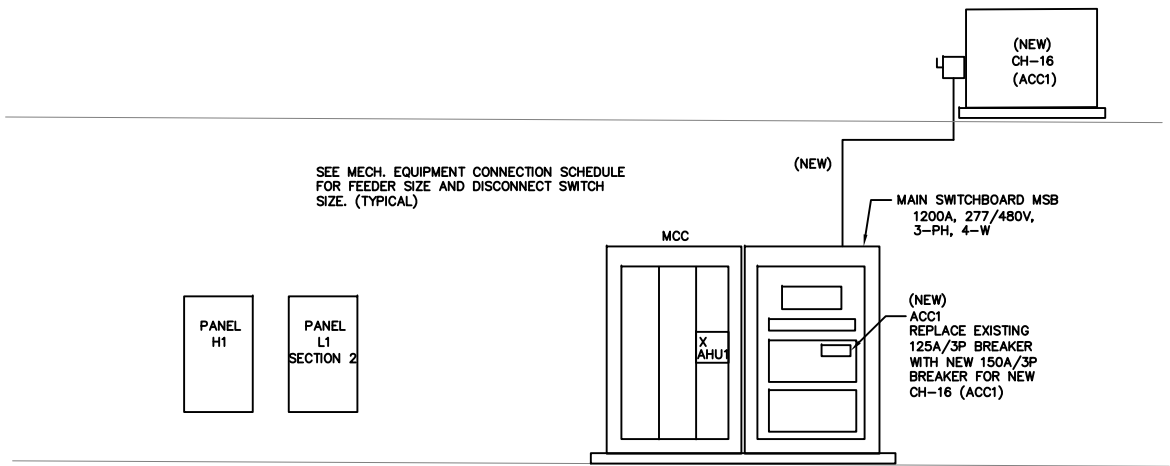
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NO.	DATE	NOTE

PO NO. 00246

CHILLER REPLACEMENT PLAN

M5b



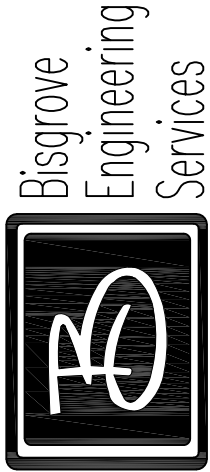
NOTES

- 1. ALL EQUIPMENT AND FEEDERS ARE EXISTING TO REMAIN UNLESS OTHERWISE INDICATED AS (NEW).
- 2. PROVIDE NEW CIRCUIT BREAKER, FEEDER AND DISCONNECT SWITCH TO NEW CH-16.

1

ELECTRICAL RISER DIAGRAM
SCALE: NONE

MECH. EQUIPMENT CONNECTION SCHEDULE										
SYMBOL	DESCRIPTION	LOAD	MCA AMPS	MOCP AMPS	VOLT/ PHASE	POWER SOURCE PANEL - CKT NO.	CIRCUIT BREAKER	CONDUCTOR/ CONDUIT	DISCONNECT AS/P/AF/NEMA	NOTES
BRAZOS RIVER COUNTRY: CHILLER REPLACEMENT										
EXISTING:										
CH-16	AIR COOLED CHILLER (ACC1)	60.0 TON	117.0	125	460/3	MSB	125A/3P	EXISTING	EXISTING	
CH-16C	AIR COOLED CHILLER (ACC1) CONTROL		20.0	20	120/1		EXISTING	EXISTING	EXISTING	
NEW:										
CH-16	AIR COOLED CHILLER (ACC1)	60.0 TON	135.0	150	460/3	MSB	150A/3P	3 #2/0, #4G, 2"C	200/3/150/3R	
NOTES:										
1. MCA: MINIMUM CIRCUIT AMPS. MOCP: MAXIMUN OVERCURRENT PROTECTION.										



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No.	DATE	NOTE
PO NO.		00246

CHILLER
RELACEMENT PLAN

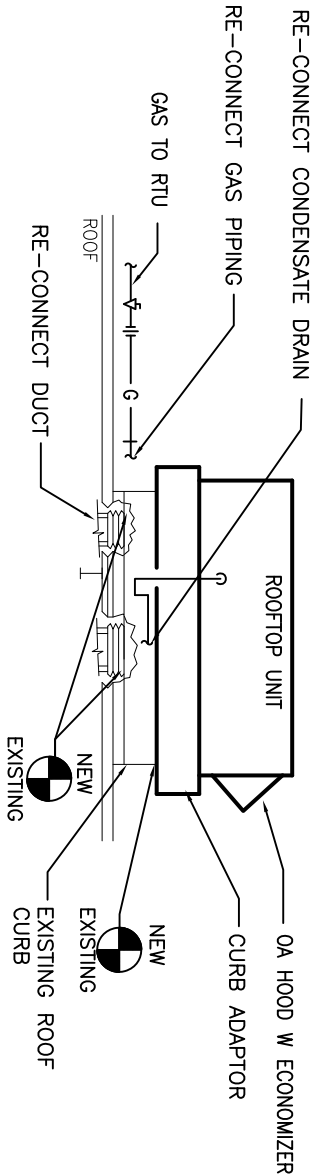
E5

NEW ROOF TOP UNIT SCHEDULE	
MARK	#33
NOMINAL TONNAGE	7.5
MANUFACTURER & MODEL No.	YORK ZYG08E4B
TOTAL CFM	2400
EXTERNAL STATIC PRESSURE (IN W.C.)	0.5"
FAN MOTOR (HP)	2.4
TOTAL CAPACITY (MBH @ 80/67 °F))	84.4
SENSIBLE (MBH @ 80/67 °F)	59.1
AMBIENT TEMPERATURE °F	105
GAS HEATING (MBH)	INPUT/OUTPUT 180/144
VOLTS/PHASE	460/3
COMPRESSOR RLA (COMP-1/COMP-2)	6.4/6.4
MCA	20.6
MOCp	25
EER	12
FILTER TYPE / THICKNESS (IN)	PLEATED / 2
LOCATION	ROOF
UNIT WEIGHT (LBS)	1000 LBS
NOTES	1,2,3,4
1. REPLACEMENT RTU. 2. PROVIDE WITH CURB ADAPTOR. 3. PROVIDE WITH ECONOMIZER AND BAROMETRIC RELIEF. 4. CONTROLS SHALL BE BY RELIABLE CONTROLS CO.	

EXISTING RTU - MODEL/SERIAL/YEAR	
RTU	33
MFR	YORK
MODEL	DHO78N10P4
SERIAL	NCHM022842
YEAR	2004



1 EXISTING 7.5T RTU (33)
SCALE: NONE DEMO PLAN



2 NEW RTU INSTALLATION DETAIL
SCALE: NONE

OTTER BUILDING SCOPE OF WORK:

NARRATIVE:

EXISTING RTU 33 IS ABOUT 18 YEARS OLD AND REQUIRE REPLACEMENT. IT USES R-22 REFRIGERANT AND IS TOO EXPENSIVE TO MAINTAIN.

PURPOSE OF THIS WORK IS TO REPLACE EXISTING UNIT WITH A NEW RTU.

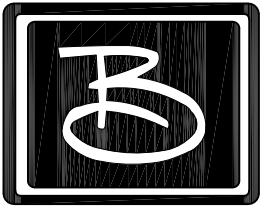
THE NEW RTU REMUIRES A CURB ADAPTOR (THE CONFIGURATION HAS CHANGED)

SCOPE OF WORK:

1. DISCONNECT ALL PIPING, DUCT & ELECTRICAL CONNECTIONS.
2. REMOVE EXISTING RTU (WITHOUT DAMAGING THE CURBS) AND DISPOSE OF PER OWNER REQUIREMENTS.
3. INSTALL NEW RTU ON NEW CURB ADAPTOR.
4. RE-CONNECT DUCT & PIPING.
5. REF. ELECTRICAL DRAWINGS FOR ELECTRICAL INFO.
6. CONTRACTOR SHALL INSPECT AND RE-USE EXISTING DUCT & PIPING, AS IS MOST PRACTICAL. REPLACE WITH NEW AS MAY BE REQUIRED.

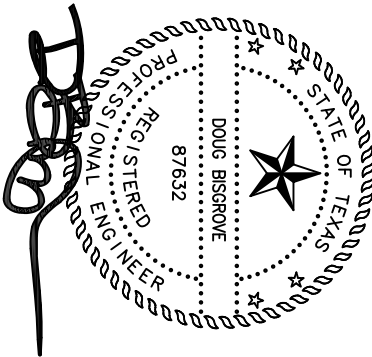
GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS AND AHUTHORITIES HAVING JURISDICTION.
2. ALL WORK SHALL ALSO COMPLY WITH ALL ZOO REQUIREMENTS.
3. CONTRACTOR SHALL VISIT THE SITE AND MAKE HIMSELF FAMILIAR WITH THE WORK PRIOR TO BID. NO ALLOWANCE WILL BE MADE FOR LACK OF KNOWLEDGE.
4. ALL WORK SHALL BE PERFORMED BY EXPERIENCED TRADESMEN IN A NEAT AND PROFESSIONAL MANNER.
5. ALL NEW EQUIPMENT SHALL BE AS SCHEDULED OR OWNER APPROVED EQUAL



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10/28/22

HVAC equipment replacement project for:

OTTER EXHIBIT

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1701 N. 4th St.

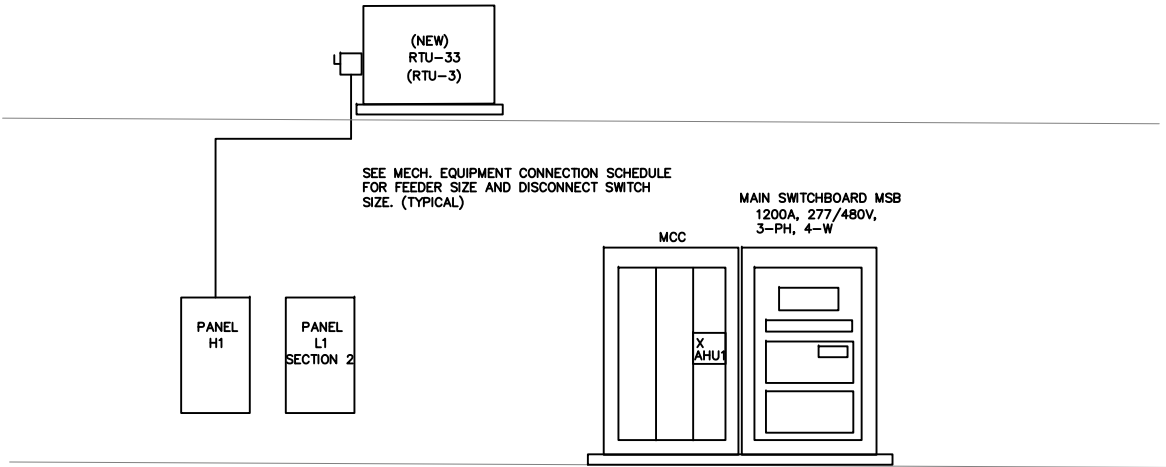
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No.	DATE	NOTE

PO NO.

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RTU-33
RELACEMENT PLAN
M6



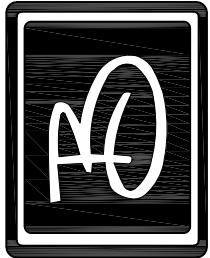
- NOTES
- 1. ALL EQUIPMENT AND FEEDERS ARE EXISTING TO REMAIN UNLESS OTHERWISE INDICATED AS (NEW).
 - 2. VERIFY IF EXISTING FEEDER AND DISCONNECT SWITCH FOR NEW RTU-33 CAN BE REUSED, OTHERWISE PROVIDE NEW FEEDER AND DISCONNECT SWITCH FOR NEW RTU-33.

1

ELECTRICAL RISER DIAGRAM
SCALE: NONE

MECH. EQUIPMENT CONNECTION SCHEDULE										
SYMBOL	DESCRIPTION	LOAD	MCA AMPS	MOCp AMPS	VOLT/ PHASE	POWER SOURCE PANEL - CKT NO.	CIRCUIT BREAKER	CONDUCTOR/ CONDUIT	DISCONNECT AS/P/AF/NEMA	NOTES
OTTER EXHIBIT: RTU-33 REPLACEMENT										
EXISTING:										
RTU-33	ROOF TOP UNIT - GAS HEATING	7.5 TON	19.4	25	460/3	PANEL H1-1/3/5	30A/3P	EXISTING	EXISTING	
NEW:										
RTU-33	ROOF TOP UNIT - GAS HEATING	7.5 TON	20.6	25	460/3	PANEL H1-1/3/5	30A/3P	3 #10, #10G, 3/4"C	30/3/25/3R	
NOTES:										
1. MCA: MINIMUM CIRCUIT AMPS. MOCp: MAXMUN OVERCURRENT PROTECTION.										

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HVAC equipment replacement
project for:

OTTER EXHIBIT

CAMERON PARK ZOO

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RTU-33
RELACEMENT PLAN

E6

NEW SPLIT SYSTEMS SCHEDULE DX CLG WITH ELECT HEAT			
MARK		RESTROOMS #41	OFFICE #42
NOMINAL TONS		3	1.5
INDOOR UNIT	MANUF. AND MODEL	TRANE TEM4 36	TRANE TEM4 18
	CFM	1200	600
INDOOR MOTOR HP		1/3	1/5
E.S.P.		0.50	0.50
VOLTS / PH		208/1	208/1
MCA		73	36
MOCP		80	40
COOLING DATA			
AMBIENT TEMPERATURE (F)		105	105
ENTERING TEMPERATURE DB/WB (F)		80/67	80/67
TOTAL COOLING (MBH)		36.0	18.0
SENSIBLE COOLING (MBH)		31.5	17.5
SEER (BTU/WATT-HR.)		14.0	14.0
HEATING DATA			
ELECT HEATING (AMPS/KW)		51.9/10.8	27.7/5.76
NET WEIGHT (LB)		165	140
OUTDOOR UNIT		TRANE	TRANE
TAG		CU-#41	CU-#42
MANUF. AND MODEL		4TTR3036	4TTR3018
UNIT VOLT/PH		208/1	208/1
M.C.A		18	12
M.O.C.P		30	20
COMPRESSOR			
QTY / RLA		1 /14.1	1 /9.0
OUTDOOR FAN			
F.L.A.		1.1	1.1
NET WEIGHT (LBS.)		150	130
NOTES		1,2,3	1,2,3
1. PROVIDE WITH METAL HAIL GUARDS AND LOW AMBIENT CONTROLS TO 40 DEGREES F. 2. PROVIDE WITH 14 DAY PROGRAMMABLE THERMOSTAT. 3. CONTROLS SHALL BE BY RELIABLE CONTROLS CO.			

EXISTING SPLIT - MODEL/SERIAL/YEAR		
AHU/CU	41	42
MFR	CARRIER	CARRIER
AHU MODEL	F4CNF036	F4CNF018
CU	123RNA036-A	123RNA018-A
AHU	4506A84961	3506A87720
SERIAL CU	4006E11503	1006E07577
YEAR	2006	2006



1 EXISTING CU (#41)
SCALE: NONE DEMO PLAN

REMOVE UNIT
REF. DETAIL FOR
NEW INSTALLATION



2 EXISTING AHU (#41)
SCALE: NONE DEMO PLAN

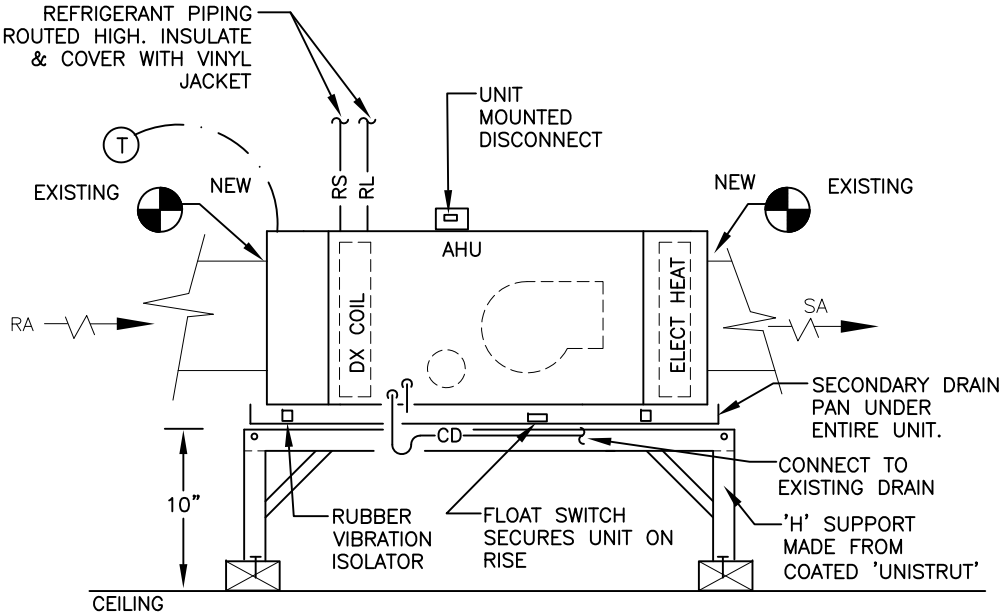


3 EXISTING CU (#42)
SCALE: NONE DEMO PLAN

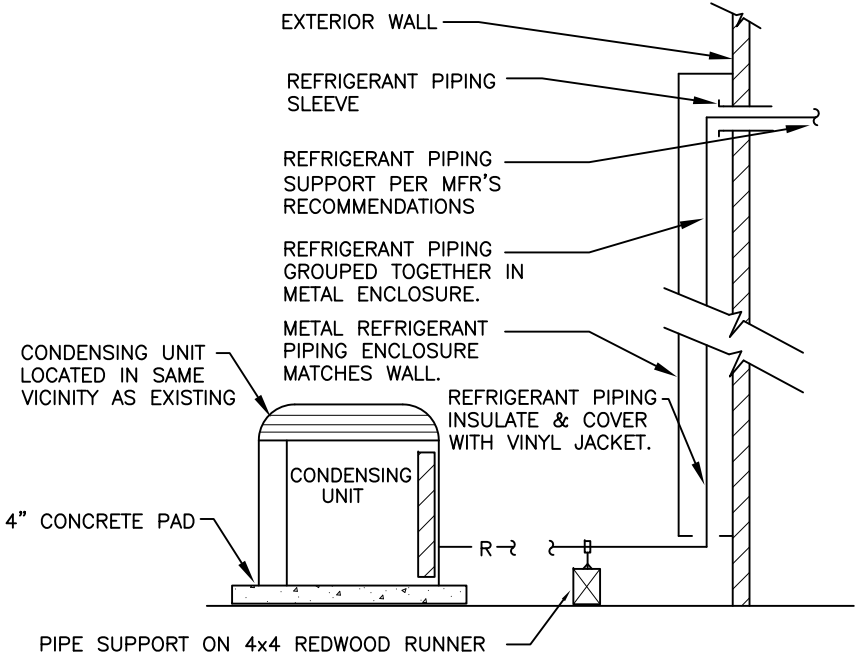
REMOVE UNIT
REF. DETAIL FOR
NEW INSTALLATION



4 EXISTING AHU (#42)
SCALE: NONE DEMO PLAN



5 NEW INDOOR SPLIT SYSTEM DETAIL
SCALE: NONE



6 NEW OUTDOOR UNIT HEAP PUMP DETAIL
SCALE: NONE

EDUCATION & RESTROOMS BUILDING SCOPE OF WORK:

NARRATIVE:

EXISTING SPLIT SYSTEM UNITS 41 & 42 ARE ABOUT 16 YEARS OLD AND REQUIRE REPLACEMENT. THEY USE R-22 REFRIGERANT HAVE BECOME TOO EXPENSIVE TO MAINTAIN.

PURPOSE OF THIS WORK IS TO REPLACE EXISTING SPLIT SYSTEMS (INDOOR & OUTDOOR UNITS) WITH NEW.

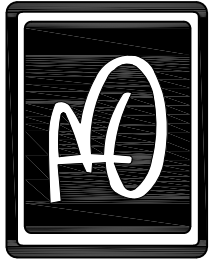
SCOPE OF WORK:

1. DISCONNECT ALL PIPING, DUCT & ELECTRICAL CONNECTIONS.
2. REMOVE EXISTING SPLIT SYSTEMS AND DISPOSE OF PER OWNER REQUIREMENTS.
3. INSTALL NEW SYSTEMS PER DETAILS & MANUFACTURER'S GUIDELINES.
4. RE-CONNECT DUCT & PIPING SYSTEMS.
5. REF. ELECTRICAL DRAWINGS FOR ELECT REQUIREMENTS.
6. CONTRACTOR SHALL INSPECT AND RE-USE EXISTING DUCT & PIPING AS IS MOST PRACTICAL. REPLACE WITH NEW AS MAY BE REQUIRED.

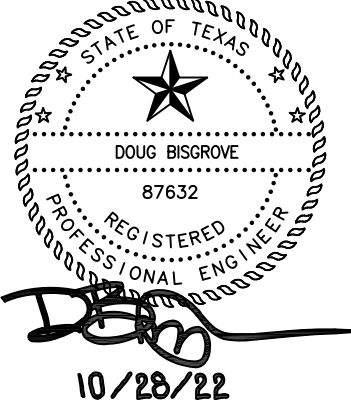
GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS AND AUTHORITIES HAVING JURISDICTION.
2. ALL WORK SHALL ALSO COMPLY WITH ALL ZOO REQUIREMENTS.
3. CONTRACTOR SHALL VISIT THE SITE AND MAKE HIMSELF FAMILIAR WITH THE WORK PRIOR TO BID, NO ALLOWANCE WILL BE MADE FOR LACK OF KNOWLEDGE.
4. ALL WORK SHALL BE PERFORMED BY EXPERIENCED TRADESMEN IN A NEAT AND PROFESSIONAL MANNER.
5. ALL NEW EQUIPMENT SHALL BE AS SCHEDULED OR OWNER APPROVED EQUAL

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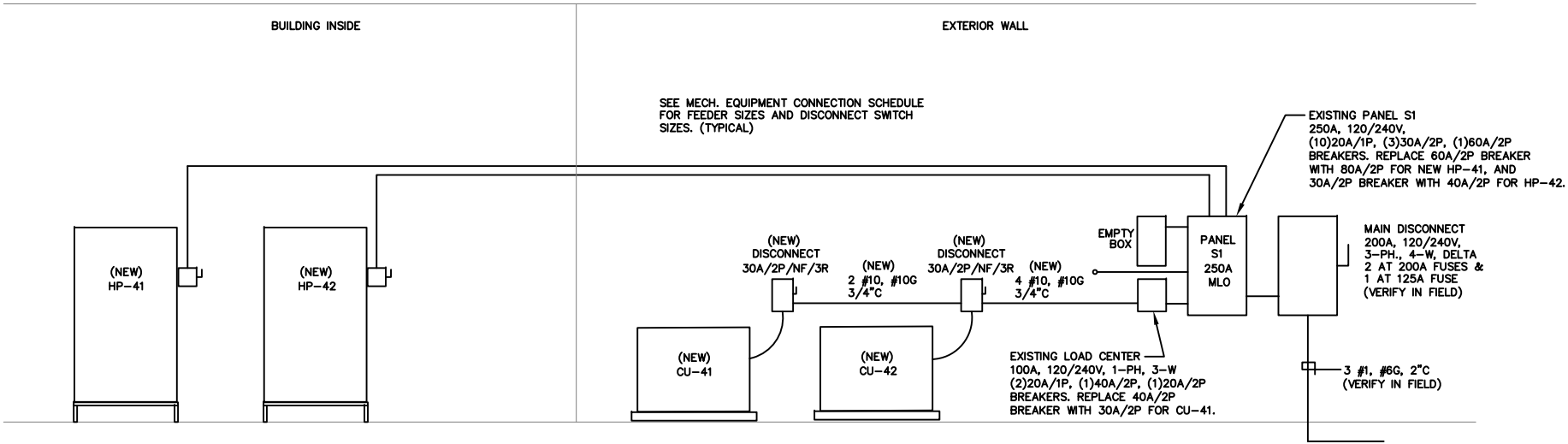
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PO NO. 00246

SLIT SYSTEM 41 & 42
RELACEMENT PLAN

M7



1 **ELECTRICAL RISER DIAGRAM**
SCALE: NONE

SPECIAL NOTES

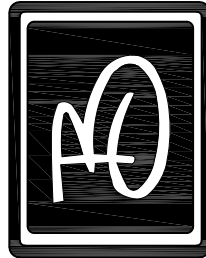
- PRIOR TO CONSTRUCTION, VERIFY THE FOLLOWINGS:
1. POWER SOURCE FOR 200A MAIN DISCONNECT SWITCH.
 2. SERVICE FEEDER SIZE AT 200A MAIN DISCONNECT SWITCH.
 3. SERVICE GROUNDING AT 200A MAIN DISCONNECT SWITCH.
 4. ELECTRICAL LOAD FOR REPLACED UNIT DOES NOT EXCEED EXISTING FEEDER AND FUSE CAPACITY.
 4. NOTIFY ENGINEER VERIFICATIONS OF ITEMS 1, 2, 3 AND 4 ABOVE.
 5. IF EXISTING ELECTRICAL SYSTEM NEEDS TO BE MODIFIED BASED ON ABOVE ITEMS, NOTIFY ENGINEER AND OWNER.

NOTES

1. ALL EQUIPMENT AND FEEDERS ARE EXISTING TO REMAIN UNLESS OTHERWISE INDICATED AS (NEW).
2. VERIFY IN FIELD ALL EXISTING ELECTRICAL EQUIPMENT AND FEEDERS PRIOR TO CONSTRUCTION. NOTIFY DISCREPANCY TO ENGINEER.
3. VERIFY IF EXISTING POWER SOURCE PANEL CIRCUIT BREAKERS, FEEDERS AND DISCONNECT SWITCHES FOR NEW HP'S & CU'S CAN BE REUSED, OTHERWISE PROVIDE NEW CIRCUIT BREAKERS, FEEDERS AND DISCONNECT SWITCHES TO NEW HP'S & CU'S.

MECH. EQUIPMENT CONNECTION SCHEDULE										
SYMBOL	DESCRIPTION	LOAD	MCA AMPS	MOCP AMPS	VOLT/ PHASE	POWER SOURCE PANEL	CIRCUIT BREAKER	CONDUCTOR/ CONDUIT	DISCONNECT AS/P/AF/NEMA	NOTES
EDUCATIONAL BUILDING & RESTROOM: SPLIT SYSTEM HEAT PUMP UNITS 41 & 42 REPLACEMENT										
EXISTING:										
HP-41	HEAT PUMP - ELEC HEAT-2 CIRCUITS	3.0 TON	53.8&22.7	60&25	208/1	S1	60A/2P & 25A/2P	EXISTING	EXISTING	2
HP-42	HEAT PUMP - ELEC HEAT	1.5 TON	25.0	30	208/1	S1	30A/2P	EXISTING	EXISTING	2
CU-41	CONDENSING UNIT	3.0 TON	19.0	30	208/1	S1	40A/2P	EXISTING	30/2/NF/3R	2
CU-42	CONDENSING UNIT	1.5 TON	XX	30	208/1	S1	30A/2P	EXISTING	30/2/NF/3R	2
NEW:										
HP-41	HEAT PUMP - ELEC HEAT	3.0 TON	73.0	80	208/1	S1	50A/2P	2 #6, #10G, 3/4"C	60/2/60	
HP-42	HEAT PUMP - ELEC HEAT	1.5 TON	36.0	40	208/1	S1	40A/2P	2 #8, #10G, 3/4"C	60/2/40	
CU-41	CONDENSING UNIT	3.0 TON	18.0	30	208/1	S1	30A/2P	2 #10, #10G, 3/4"C	30/2/NF/3R	
CU-42	CONDENSING UNIT	1.5 TON	12.0	20	208/1	S1	20A/2P	2 #12, #12G, 3/4"C	30/2/NF/3R	
NOTES:										
1. MCA: MINIMUM CIRCUIT AMPS.			MOCP: MAXIMUN OVERCURRENT PROTECTION.			2. CIRCUITS FOR EXISTING UNIT TO BE VERIFIED IN FIELD.				

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SLIT SYSTEM 41 & 42
RELACEMENT PLAN

E7

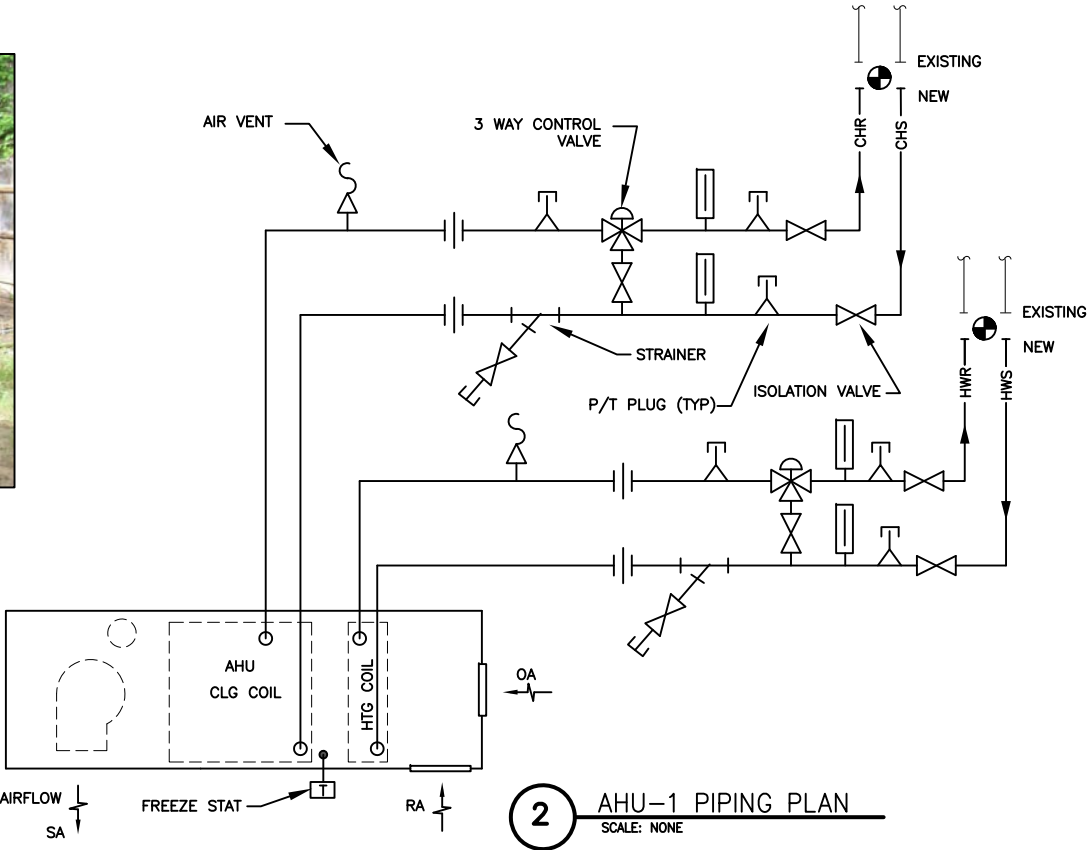
EQUIPMENT SCHEDULE									
Tempered Make-Up Air Unit								Mark: AHU-1	
Qty	Greenheck Model	Volume	External SP	Total SP	FRPM	Operating Power	Weight		
1	MSX-P120-H32	8,000 CFM	2 In. wg	3,254 In. wg	2409	8.35 hp	2,805 lb		
Motor Information						MCA	MOP		
Size	V/C/P	Enclosure	Motor with Shaft Grounding	Motor RPM	Windings				
10 hp	460/60/3	ODP	No	1775	1	17.7	30		
Heating									
Heating Type	Entering Air Temp.	Leaving Air Temp	Fluid Type	Face Velocity	Entering Fluid Temp	Leaving Fluid Temp.			
Hot Water	20.3 F	75.9 F	Water	720 ft/min	180 F	160 F			
HW Coil Model		Total Energy	FIns Per Inch	Rows Deep	Fluid Flow Rate				
HW58S02F08-39x41		482.0 MBH	8	2	49.3 GPM				
Cooling									
Cooling Type	Coil Model	Rows Deep	FIns Per Inch	Face Velocity	Total Energy	Sensible Energy	Leaving Dry Bulb	Leaving Wet Bulb	
Chilled Water	CW58S06O12-36x85	6	12	376 ft/min	742.1 MBH	426.0 MBH	52.1 F	52.1 F	
Fluid Type	Entering Fluid	Leaving Fluid	Percent Glycol	Fluid Flow	Fluid Pressure Drop	Connection Size			
Water	45 F	55.0 F	0	148 GPM	12.2 ft wg	2.5			
Outlet Sound Power By Octave Band						LwA	dBA	Sones	
62.5	125	250	500	1000	2000				4000
57.1	70.1	85.1	92.1	95.1	93.2	87.1	81.2	98.7	62.9
*LwA - A weighted sound power level based on ANSI S1.4 *dBA - A weighted sound pressure level base on 11.1 dB attenuation per octave band at 5.0 ft. *Noise Criteria (NC) based on an average attenuation of 11.5 dB per octave band at 5.0 ft.									
OPTIONS AND ACCESSORIES									
Mixing Box: with OA/RA dampers and MERV8 filters 20x25x2 - (10)									
Weatherhood: Aluminum Mesh, 20x25x2 - (6)									
Outdoor Air Intake Position: End									
Return Air Intake Position: Bottom									
Discharge Position: Top									
Coating: Hi-Pro Poly - Concrete Gray (RAL 7023)									
Alstream Cooling Coil Coating - ElectroFin									
Alstream Heating Coil Coating - ElectroFin									
Insulation: Double Wall - Entire Unit									
Recirc Control: Modulating-External 2-10 Vdc									
Supply Fan Control: VFD									
VFD Control: Constant Volume									
1 Set(s) of Spare Filters (shlps loose)									
Hinged Access									
Access Side: Right-Hand									
Control Center									
Heat Inlet Air Sensor									
Cool Inlet Air Sensor									
Unit Controls: Terminal Strip									
Temperature Control: None									
Terminal Strip									
CONTROLS NOTE: CONROLS SHALL BE BY RELIABLE CONTROLS CO.									
PRICING NOTE: FOR PRICING & PURCHASING CALL RANDY BARNES (BARTOS EQUIP 469-231-2622									

GENERAL NOTES:

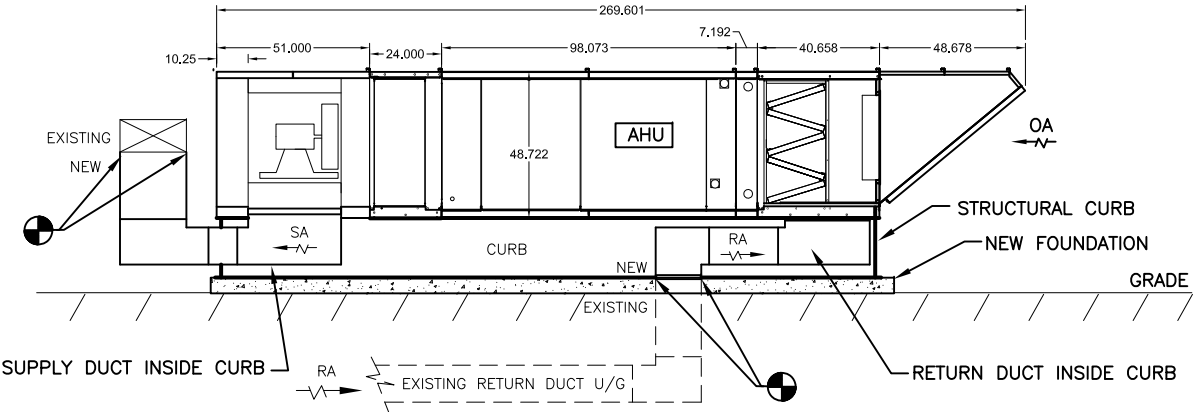
- ALL WORK SHALL COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS AND AUTHORITIES HAVING JURISDICTION.
- ALL WORK SHALL ALSO COMPLY WITH ALL ZOO REQUIREMENTS.
- CONTRACTOR SHALL VISIT THE SITE AND MAKE HIMSELF FAMILIAR WITH THE WORK PRIOR TO BID, NO ALLOWANCE WILL BE MADE FOR LACK OF KNOWLEDGE.
- ALL WORK SHALL BE PERFORMED BY EXPERIENCED TRADESMEN IN A NEAT AND PROFESSIONAL MANNER.
- ALL NEW EQUIPMENT SHALL BE AS SCHEDULED OR OWNER APPROVED EQUAL



1 EXISTING AHU-1
SCALE: NONE
DEMO PLAN



2 AHU-1 PIPING PLAN
SCALE: NONE



3 AHU-1 INSTALLATION PLAN
SCALE: NONE
(ADD-ALTERNATE)

NOTE: COORDINATE EXACT DUCT DIMENSIONS & CONNECTIONS WITH AHU MANUF.

BRAZOS RIVER AHU-1 REPLACEMENT SCOPE OF WORK:

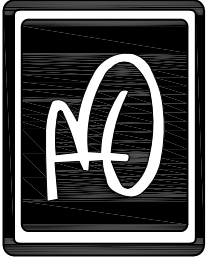
NARRATIVE:

EXISTING AHU IS ABOUT 20 YEARS OLD, IS WORN OUT, AND REQUIRES REPLACEMENT. PURPOSE OF THIS WORK IS TO REPLACE EXISTING AHU WITH A NEW CHW/HW AHU.

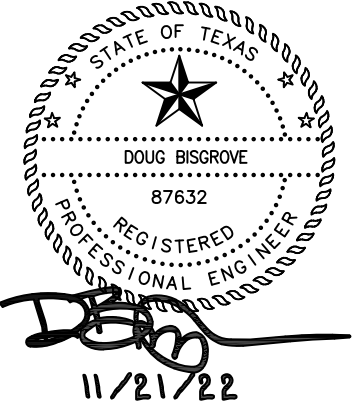
SCOPE OF WORK:

- DISCONNECT ALL PIPING & ELECTRICAL CONNECTIONS.
- REMOVE EXISTING AHU AND BASE, AND DISPOSE OF PER OWNER REQUIREMENTS.
- INSTALL NEW AHU AND BASE PER DETAILS & MANUFACTURER'S GUIDELINES.
- RE-CONNECT DUCTWORK & PIPING.
- REF. E8 PLAN FOR ELECT WORK.
- CONTRACTOR SHALL INSPECT AND RE-USE EXISTING PIPING AS IS MOST PRACTICAL. REPLACE WITH NEW TO MATCH EXISTING AS MAY BE REQUIRED.

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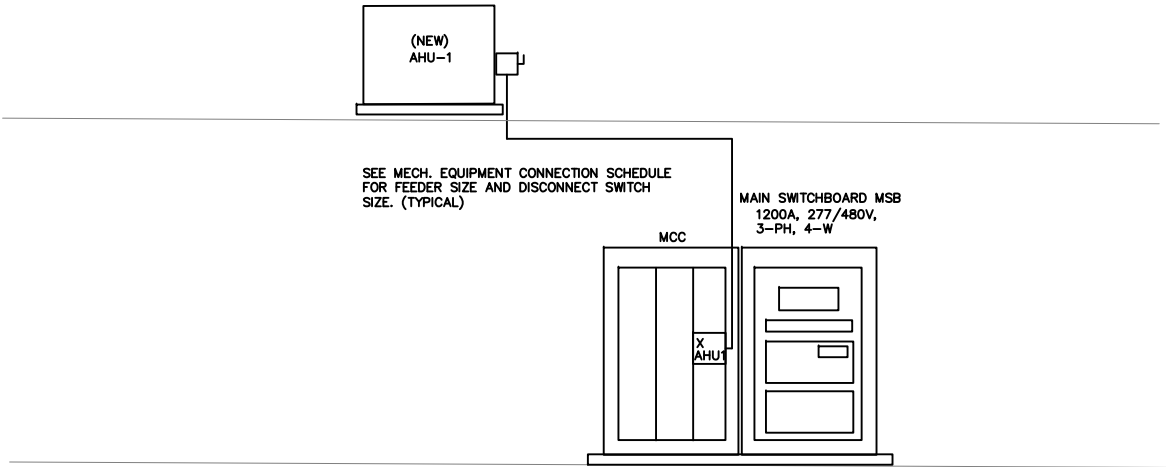


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ADD-ALTERNATE
AHU-1
RELACEMENT PLAN

M8



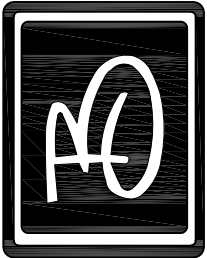
- NOTES
- 1. ALL EQUIPMENT AND FEEDERS ARE EXISTING TO REMAIN UNLESS OTHERWISE INDICATED AS (NEW).
 - 2. VERIFY IF EXISTING MOTOR STARTER BUCKET, FEEDER AND DISCONNECT SWITCH FOR NEW AHU-1 CAN BE REUSED, OTHERWISE PROVIDE NEW FEEDER AND DISCONNECT SWITCH FOR NEW AHU-1.

1

ELECTRICAL RISER DIAGRAM
SCALE: NONE

MECH. EQUIPMENT CONNECTION SCHEDULE										
SYMBOL	DESCRIPTION	LOAD	MCA AMPS	MOCP AMPS	VOLT/ PHASE	POWER SOURCE PANEL - CKT NO.	STARTER SIZE/ BREAKER	CONDUCTOR/ CONDUIT	DISCONNECT AS/P/AF/NEMA	NOTES
OTTER EXHIBIT: AHU-1 REPLACEMENT - ADD ALTERNATE										
EXISTING:										
AHU-1	TEMPERED MAKE UP AIR UNIT				460/3	MCC-	EXISTING	EXISTING	60A/3P/EX3R	2
NEW:										
AHU-1	TEMPERED MAKE UP AIR UNIT	10 HP	17.7	30	460/3	MCC-	NEMA 1/30A/3P	3 #10, #10G, 3/4"C	30/3/30/3R	
NOTES:										
1. MCA: MINIMUM CIRCUIT AMPS.			MOCP: MAXIMUN OVERCURRENT PROTECTION.				2. VERIFY SIZE OF EXISTING BREAKER AND FEEDER.			

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ADD-ALTERNATE
AHU-1
REPLACEMENT PLAN

E8