

MARGIE R. IBARRA
COUNTY CLERK
FILED

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WEBB §

2022 MAY 23 AM 11:43

Construction Contract

WEBB COUNTY, TEXAS

Webb County Jail Kitchen Cooler and Freezer Unit Upgrades

BY *all* DEPUTY

This Agreement is made and entered into by and between **WEBB COUNTY, TEXAS**, a Political Subdivision of the State of Texas (hereinafter "Owner") and **Temprite Mechanical, Inc.**, a Texas Domestic For Profit Corporation (hereinafter "Contractor").

WHEREAS at the Webb County Commissioner's Court Meeting held on March 28, 2022, the Court awarded Request for Proposal No. 2022-001, "Webb County Jail Kitchen Cooler and Freezer Upgrades" (the "Project"), as set out in the Scope of Services attached as Exhibit "A" incorporated herein and made part of this construction contract.

For and in consideration of the mutual covenants herein set forth, and other good and valuable consideration, the Parties do hereby agree as follows:

- 1. DESCRIPTION OF PROJECT:** The project consists of the installation of Food Service Equipment (Kitchen Cooler and Freezer units) as Upgrades at the Webb County Jail. The work includes the removal and installation of Food Service Equipment as shown in the Project's Plans and Specifications for this Project, including all labor, materials, and all incidentals as shown and required by the construction documents.
- 2. PREMISES DEFINED:** The Webb County Jail building is located at 1000 San Augustin, Laredo, Webb County Texas.
- 3. SCOPE OF WORK:** The Scope of Work is all of the Work, including all appurtenances and all incidentals, all labor and materials, as shown and required by the construction documents, which are hereby incorporated by reference. Contractor agrees that all work shall be performed in a good and workmanlike manner and all materials incorporated into the work shall be new materials.
- 4. CONTRACT SUM:** In exchange for Contractor's performance of services under this Agreement, Owner shall pay Contractor the following amount(s): **ONE HUNDRED FORTY-NINE THOUSAND ONE HUNDRED THIRTY-EIGHT DOLLARS AND FIFTY CENTS (\$149,138.50)**. Any and all payments/disbursements by Webb County shall be made payable to Contractor based on a numbered and itemized payment application for percentage of completion of the various base bid item(s), less retainage, for the project as agreed to and made by Contractor to Owner, which shall be approved by **Luis Perez-Garcia, P.E., Webb County Engineer, and/or Guillermo Cuellar, P.E., Webb County Engineering Dept.**, after inspecting the progress of completed work and materials on site at the Premises. Said approvals shall not be unduly withheld or delayed.
- 5. Owner shall make final payment (including the costs and expenses incurred due to change**

order(s) completed during this project and completion of the Work and then release the **Five percent (5%) retainage** that OWNER previously retained) to Contractor on the day the Project is completed approved and accepted by OWNER. Said approvals shall not be unreasonably withheld or delayed.

6. *It is hereby expressly acknowledged, consented and agreed to by Contractor that the final payment due for the materials and/or services rendered pursuant to this Agreement shall not be issued to Contractor until Contractor has submitted a signed and sworn "Final Bills Paid Affidavit" confirming payment to each of its subcontractors, laborers, suppliers, and materialmen in full for all labor and materials furnished to Contractor for or in connection with, renovation of, or repair of improvements on or relating to the subject project/property or any portion thereof, pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code, and that the intentional, knowing, or reckless making of a false or misleading statement in the Affidavit constitutes a criminal offense under said sections cited herein-above and is a Class A Misdemeanor.*
7. **RETAINAGE:** OWNER shall withhold from each installment payment to CONTRACTOR a retainage of FIVE (5%) percent. The retainage shall be paid to CONTRACTOR upon final completion of the work. Completion of the work shall be considered final upon acceptance and written approval by OWNER or his designated representative of the project.
8. **CHANGE ORDERS** In the event either party requests a change from the agreed Scope of Work or Quote in this Agreement, a written change order making such a request shall be prepared by Contractor in accordance with the proposed change. If the Owner or a Third-Party Inspector ("Inspector") requests a change be executed, Owner or Inspector shall, in a timely manner, inform Contractor (via email) of the request. Contractor shall then prepare a written change order in accordance with said request and submit to Owner for Owner's approval and signature. As soon as Owner signs the change order approving the proposed change, Owner shall submit, via email, the approved/signed order to Contractor. Contractor shall begin performance in accordance with the change order only after Contractor receives the written and approved/signed change order. If Contractor requests a change order, Contractor shall prepare a written change order, submit it to Owner for its approval and signature, and the resultant change will only begin on the approved change after Contractor receives the signed change order. Change orders may increase the payment the Owner must pay to Contractor. **IN NO EVENT SHALL THE TOTAL COST OF CHANGE ORDERS EXCEED TWENTY-FIVE PERCENT (25%) OF THE TOTAL AMOUNT OF THIS AGREEMENT.**
9. **NOTICES/CONTACT PERSONS:** Any notice or communication required or permitted to be given hereunder shall be sufficient if sent via electronic transmission to the contact persons for CONTRACTOR and/or OWNER as follows:

To Contractor at: Rene Salinas, President
 Temprite Mechanical, Inc.
 2806 Cortez Street
 Laredo, Texas 78043
 E-Mail: rene@temprite-mechanical.com

To Webb Engineer at: WEBB COUNTY, TEXAS
Luis Perez-Garcia, P.E./Webb County Engineer
Webb County Engineering Dept.
(956) 523-4054
lperezgarcia@webbcountytx.gov

10. **CONTRACT PERFORMANCE**: The Effective Date of this Contract shall be the date of the last signatory to this Contract. Upon the Effective Date, Contractor *shall* only have fifteen (15) weeks **or** One-Hundred Five (105) calendar days from the Effective Date to procure and accept delivery of the freezer and cooler units (“Units”) for the Project from Contractor’s Supplier(s). Failure by Contractor to procure the Units for this Project within the timeline set out under this section shall be considered a material breach of this Contract by Contractor whereby Owner may terminate this Contract for “cause” for nonperformance.
11. **DATE OF COMMENCEMENT**: Within **SEVEN (7) CALENDAR DAYS** of being issued a “Notice to Proceed” from the County. The “Notice to Proceed” shall be issued fifteen (15) weeks or One Hundred and Five (105) calendar days from the Effective Date and upon the Webb County Engineer conducting his preconstruction meeting.
12. **SUBSTANTIAL COMPLETION**: Substantial Completion is the stage in the progress of the completion of the work covered by this Agreement where the work on the Premises is sufficiently complete in accordance with the work specified in “Scope of Work” as set forth in Section 3. above, including completion of all post-construction clean-up on and about the Premises, which shall be required to be confirmed in writing as being substantially completed, by the execution and issuance of a Certificate of Substantial Completion that is dated and signed by both the Webb County Project Engineer and Owner, so that the Owner (or Owner’s tenant) can occupy and/or utilize the Premises for its intended use.
13. **DATE FOR FINAL COMPLETION/LIQUIDATED DAMAGES**: The date of final completion of this construction project shall be Forty-Two **DAYS (42) CALENDAR DAYS** after the date of commencement of construction as set forth in the written and dated notice to proceed issued by Owner to Contractor.
14. The time set forth in the proposal for the completion of the Work is an essential element of the Agreement. For each working day under the conditions described in the preceding Paragraph that any work shall remain uncompleted after the expiration of the working days specified in the Agreement, together with any additional working days allowed, the amount per day given in Section 15 will be deducted from the money due or to become due the Contractor, not as a penalty but as liquidated damages.
15. Said Contractor further agrees to **CONTINUOUSLY PURSUE AND COMPLETE THE WORK** within **Forty-Two (42) CALENDAR DAYS** from date of commencement.
16. **Contractor and Owner do hereby acknowledge that “actual damages are uncertain and would be difficult to ascertain” and therefore both parties do hereby mutually agree that the**

following stipulated sum of per diem liquidated damages is a reasonable amount. The parties further express and acknowledge that the amount of liquidated damages is meant to be "compensatory" and not "punitive", and Contractor further agrees to pay, as liquidated damages, the sum of FOUR HUNDRED (\$400.00) per day for each consecutive calendar day there-in-after the date of Substantial Completion and after the date of Final Completion.

17. **INSURANCE: Contractor and Subcontractor Insurance:** The financial integrity of Contractor is of interest to the Owner, therefore, subject to the right of Contractor to maintain reasonable insurance deductibles in such amounts as are approved by the Owner. Contractor shall obtain and maintain in full force and effect for the entire duration of this agreement, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated A-:(VII) or better by A.M. Best Company (Best's Key Insurance Company Rating Guide, current edition and/or as amended) and/or otherwise acceptable to Webb County/Webb County Risk Manager, the following types and amounts:

- a. The Contractor shall not commence work under this Agreement until it has obtained all the insurance required and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on its Subcontract until the insurance required of the Subcontractor has been so obtained and approved. The Contractor shall procure and shall maintain during the life of his Contract, insurance in the amounts required.

18. **PAYMENT AND PERFORMANCE BONDS:** ***PLEASE BE ADVISED THAT THIS PROJECT REQUIRES BOTH A PAYMENT & PERFORMANCE BOND FROM THE CONTRACTOR.***

19. Contractor shall supply the required Performance/Payment bonds to Webb County within Seven (7) days of execution of this Agreement or not later than Two (2) working days prior the date of the scheduled pre-construction meeting which shall be the "DEADLINE" for compliance herewith and which both parties have mutually agreed to as an "Express Condition Precedent" to this contract.

- a. Bonds must be issued by companies authorized and admitted to do business in the State of Texas and rated A-:VII or better by A.M. Best Company (Best's Key Rating Guide, current Edition, and as amended) and/or otherwise acceptable to the Owner.

20. **NOTICE TO PROCEED SHALL NOT BE ISSUED TO THE CONTRACTOR BY WEBB COUNTY WITHOUT THE DELIVERY OF ALL STATUTORILY REQUIRED PERFORMANCE AND/OR PAYMENT BONDS AND PROOF OF ALL REQUIRED INSURANCE POLICIES TO WEBB COUNTY BY CONTRACTOR NOT LATER THAN TWO (2) WORKING DAYS PRIOR THE DATE OF THE SCHEDULED PRE-CONSTRUCTION MEETING "DEADLINE". FAILURE OF CONTRACTOR TO PROVIDE SAID BONDS AND/OR INSURANCE POLICIES BY THE DEADLINE SHALL CONSTITUTE A DEFAULT OF YOUR CONTRACT AND WEBB COUNTY SHALL AT THEIR SOLE OPTION AWARD THE CONTRACT TO THE NEXT LOWEST**

BIDDER OR RE-ADVERTISE THIS PROJECT FOR NEW BIDS/PROPOSALS.

21. **RELATIONSHIP OF PARTIES:** Contractor is engaged under this Agreement as an ***"INDEPENDENT CONTRACTOR"*** and not as an agent or employee of Owner. Contractor is not entitled to benefits of any kind to which Owner's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance, or retirement benefits. Contractor assumes full responsibility for payment of all federal, state and local taxes or contributions, including but not limited to, unemployment insurance, social security, Medicare, and income taxes with respect to Contractor and Contractor's employees. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other party.
22. **SUCCESSORS AND ASSIGNS:** This Agreement may not be assigned or subcontracted, in full or in part, by either party without first obtaining written consent of the other party. The parties shall not be relieved of its full responsibility for completion of work because of subletting of any portion of the work. This Agreement shall be binding upon and shall ensue to the benefit of the parties hereto and their respective successors, transferees, and assigns.
23. **INDEMNITY: CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD WEBB COUNTY, IT'S COMMISSIONERS COURT, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL LOSS, EXPENSE, COST, OR LIABILITY (INCLUDING REASONABLE LEGAL FEES AND EXPENSES), ARISING FROM ANY CLAIM OR CAUSE OF ACTION FOR ANY LOSS OR DAMAGE CAUSED BY OR ARISING FROM THE PERFORMANCE OF CONTRACTOR'S OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE CONDUCT OF CONTRACTOR'S EMPLOYEES AND/OR ANY ACTS PERFORMED UNDER THIS CONTRACT AND THAT RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONTRACTOR OR OF ANY PERSON EMPLOYED BY THE CONTRACTOR. IN CASE OF ANY SUCH CLAIM, CONTRACTOR, UPON NOTICE FROM OWNER, COVENANTS TO DEFEND ANY SUCH ACTION OR PROCEEDING. THE CONTRACTOR SHALL ALSO SAVE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL EXPENSES, COURT COSTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES THAT MIGHT BE INCURRED IN LITIGATION OR OTHERWISE DEFENDING OR PROSECUTING THE CLAIMS.**
24. **COMPLIANCE WITH LAWS:** Contractor agrees that it will, in its performance of its obligations hereunder, fully comply with all applicable laws, regulations and ordinances of all relevant authorities, including, but not limited to, those pertaining to safety, and shall obtain all licenses, registrations, or other approvals required in order to fully perform its obligations hereunder. Contractor represents and warrants that all improvements made to the property shall comply with the Americans with Disabilities Act (ADA) and all other applicable Federal/State Codes, regulations, and laws.

25. **SEVERABILITY:** Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction of the State of Texas, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
26. **GOVERNING LAW/VENUE:** This agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Texas, without regard to choice of law rules of any jurisdiction. The parties hereby further agree that for any litigation regarding this agreement that venue lies exclusively in the State Courts of Webb County, Texas.
27. **OWNER'S RIGHT TO TERMINATE.** Owner may terminate this this Agreement upon thirty (30) days prior written notice. If Owner terminates this Agreement then Contractor shall only be paid for the work performed or expenses incurred prior to the receipt of notice of termination.
28. **DEFAULT AND TERMINATION:** In the event either party interferes with the general progress of this Project intentionally, or by negligence, or intentional or negligent delay, the non-defaulting party may complete the same or cause the same to be completed and charge all sums of money so expended for the completion of this Agreement against the defaulting party, and the defaulting party shall reimburse the non-defaulting Party for any loss sustained thereby.
29. **ATTORNEY'S FEES:** In the event either party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees incurred by such other party.
30. **ENTIRE AGREEMENT:** This Agreement and its Exhibits shall constitute the complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by and between the parties. Any modifications to this Agreement must be in writing and signed by the party sought to be bound.
31. **EXHIBITS:** The following documents are attached hereto and fully incorporated herein by reference and made a part of this agreement as if fully set forth herein:
1. **Contractor's Scope of Services** attached hereto as **Exhibit "A"**).
 2. Description of Premises (See Section 2) **Exhibit "B"**
 3. Construction/Plans/Drawings, **Exhibit "C"**.
 4. Webb County's General Conditions, **Exhibit "D"**.
 5. Payment Bond - See sample form: (To be provided by Contractor Prior to Issuance of Notice to Proceed). (See Section 18**), **"Exhibit E"**.

6. Performance Bond – See sample form: (To be provided by Contractor Prior to Issuance of Notice to Proceed). (See Section 18**), **“Exhibit F”**.
 7. Insurance Coverages, Liability, Worker’s Comp., Builder’s Risk, etc. (To be provided by Contractor Prior to Issuance of Notice to Proceed as set out in Webb County’s General Conditions).
 8. Webb County’s “Notice to Proceed Letter” - See sample form **“Exhibit “G”**.
- 32. OMISSIONS:** If any punctuation, word, clause, sentence, or provision necessary to give meaning, validity, or effect to any portion of this Agreement shall be omitted here-from, then it is hereby declared that such omission was unintentional and that the omitted element shall be included in order to give meaning, validity, and/or effect to any portion of this Agreement.
- 33. MATERIALMEN/SUPPLIERS:** Contractor within 10 days from the date of the execution of this agreement shall provide an updated and current listing of all Subcontractors and/or Materialmen or Suppliers, and all laborers, used by the Contactor to Webb County and Contractor shall notify the Owner in writing whenever changes occur, and Contractor shall provide the Owner with an updated listing within FIVE (5) working days of upon request for an updated listing. Contractor will immediately notify the Owner in writing of any Subcontractors and/or Materialmen or Suppliers, and all laborers, independent contractors, and/or other such materialmen and/or suppliers services that are discontinued and/or that have been added to their workforce.
- 34. REQUEST FOR PAYMENT SUBMISSION:** All request for payments are to be made payable to Contractor by dated and signed invoice(s). Said invoice and/or request for progress payments shall be submitted in writing to **Luis Perez-Garcia, P.E., Webb County Engineer**, or its designated and authorized representative, on behalf of Owner for review and approval of same. Upon review and approval of the request for payment by **Luis Perez-Garcia, P.E., Webb County Engineer**, on behalf of Owner, the Webb County Engineer shall then forward the approved request for the payment amount **[less Five percent (5%) retainage]** to the Webb County Business Office to process the progress payment request. Payment will be mailed to Contractor or made available for pick up at the Webb County Business Office. Contractor agrees that Webb County will not process any invoices for the Freezer and Cooler units for this Project until said Freezer and Cooler units are delivered to the Project site.
- 35. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES:** Contractor agrees to comply at all times with all federal, state, county, and/or City of Laredo building, development codes, city building permits, rules, regulations, ordinances and laws, and Contractor shall not permit the Premises or any part thereof to be used for (a) any offensive, noisy, or dangerous activity that would pose a health or safety risk; (b) the creation or maintenance of a public nuisance, (c) anything which is against public regulations or rules of any public authority at any time applicable to the Premises; or (d) any purpose or any manner which will obstruct, interfere with, or infringe on the rights of other tenants or adjoining properties.
- 36. LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in the

Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

37. **AMENDMENT**: No amendment, modification, or alteration of the terms of this Agreement hereof shall be binding unless the same be in writing, dated subsequent to the date hereof, and approved by the Webb County Commissioner's Court and duly executed by both of the parties hereto.

38. **TIME OF ESSENCE**: Time is of the essence of this Agreement and each and every covenant, condition, and provision herein contained.

39. **ADDITIONAL PROVISIONS**:

a. **Inconsistencies**. Where there exists any inconsistency between this Agreement and other provisions of collateral contractual agreements that are made a part hereof by reference or otherwise, the provisions of this Agreement shall control.

b. **Entire Agreement**. This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement. No other prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless signed by both parties and attached hereto and/or embodied herein.

c. **No rights created**. This Agreement is not intended and does not create any rights or interest in persons not a party hereto.

d. **Confidentiality**. Any confidential information provided to or developed by Consultant in the performance of this Agreement shall be kept confidential, unless otherwise provided by law, and shall not be made available to any individual or organization without the prior approval of WEBB COUNTY.

e. **Headings**. The headings used herein are for convenience of reference only and shall not constitute a part hereof or affect the construction or interpretation hereof.

f. **Waiver**. The failure on the part of any party to exercise or to delay in exercising, and no course of dealing with respect to any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies provided herein are cumulative and not exclusive of any remedies provided by law or in equity, except as expressly set forth herein.

g. **Consequential Damages**. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one


another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, will-full misconduct, negligent act or omission, or other wrongful act of either of them.

- h. Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same document.
- i. Terminology and Definitions.** All personal pronouns used herein, whether used in the masculine, feminine, or neutral, shall include all other genders; the singular shall include the plural and the plural shall include the singular.
- j. Rule of Construction.** The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or any amendments or exhibits hereto.

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on the dates set forth below.

WEBB COUNTY

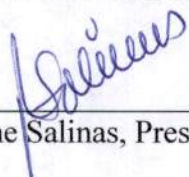


Tano E. Tijerina
Webb County Judge

Date: 5-23, 2022

CONTRACTOR

TEMPRITE MECHANICAL, INC.



Rene Salinas, President

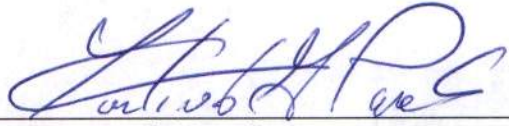
Date: May 23, 2022

ATTESTED:



Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:



Fortunato G. Paredes

Webb County Civil Legal Division

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

EXHIBIT "A"

SCOPE OF SERVICES

I. Scope of Work: The Work required by Contractor in performance of this Scope Of Work (Material and Services) for the Webb County Jail Kitchen Cooler and Freezer Upgrades (Food Service Equipment) at 1000 San Agustin Street, Laredo, and includes but not limited to:

- a. Installation of Food Service Refrigeration Indoor/Outdoor Equipment as specified in Mechanical Electrical & Plumbing (MEP) Engineer's Plans and Specifications for the Project. *See Exhibit "C" to the Contract.*
- b. Contractor shall be responsible for all Related Work in conjunction with the installation of Food Service Refrigeration Equipment as specified in the Mechanical Electrical & Plumbing (MEP) Engineer's Plans and Specifications, i.e Final Plumbing, electrical, and mechanical connections.

Exhibit "B"

DESCRIPTION OF PROJECT SITE PREMISE LOCATIONS:

Webb County Jail Site Location Information

1000 San Agustin Street

Laredo, Texas 78040

Site Coordinates

27.50831, -99.50510

Exhibit "C"

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PART 1 – GENERAL

1.01 RELATED DOCUMENTS

- A. The general provisions of the Contract, including General and Supplementary Conditions and General Documents, apply to the Work specified in this Section.

1.02 SUMMARY OF WORK

- A. **Location:** the project site is: **WEBB COUNTY JAIL
1001 WASHINGTON
LAREDO, TEXAS 78040**
- B. **Approval of Working Surface:** any contractor performing work over the work of other contractors shall notify the Architect and General Contractor of any unsatisfactory conditions. Beginning of work by any contractor shall constitute acceptance of the previous work.
- C. **Checking Dimensions at Site:** before ordering any materials or doing any work, verify all measurements of the building and be responsible for the correctness of them. No extras will be allowed for variations from drawings in existing conditions or for work performed under this contract. Any discrepancies found shall be submitted, in writing, to the Architect and General Contractor for instructions before proceeding.
- D. **Cutting and Patching:** no excessive cutting will be permitted, nor shall any structural members be cut without the written approval of the Architect. Each Contractor shall leave all chases and openings straight, true and of the proper size in his work as may be necessary for the proper installation of his and other contractor's work. After such work has been installed, he shall carefully fit around, close up, repair, patch and point up same as directed, to the entire satisfaction of the Architect.
- E. **Cooperation:** The General Contractor, all other contractors, and all sub-contractors shall coordinate their work with all adjacent work and shall cooperate with all other trades to facilitate the general progress of the work. Each trade shall afford all the other trades every reasonable opportunity for installation of their work and storage of their material.
- F. **Inspection and Tests:** Architect, and his representative, shall at all times have access to the work, whether it is in preparation or progress. Provide proper and safe facilities for such access and inspection.
- G. **Fees, Permits, and Inspections:** secure and pay fees for all permits, licenses, and inspections as required by all authorities having jurisdiction. Give all notices and comply with all laws, ordinances, rules, regulations and contract requirements bearing on the work.

Exhibit "C"

- H. **Drawings/Specifications Complementary:** the bid drawings and bid specifications are complementary, in that any information shown on one, but not the other, shall be treated as if it appears on both.

1.03 SCOPE

- A. **Project Scope:** Include the Work specified, shown, or reasonably inferable as part of the Food Service Equipment. Portions of this Work may be sub-contracted to those qualified to do such work, as may be necessary because of jurisdictional trade agreements and restrictions.
- B. **Contractor Responsibilities:** The General Contractor is responsible for Related Work specified in other Sections: i.e.: final plumbing, electrical, and mechanical connections. The Food Service Equipment Contractor is responsible for all internal connections of his equipment, when specified.

1.04 RELATED WORK SPECIFIED IN OTHER SECTIONS.

- A. **EMT Conduit:** with pull-wire and wide sweep bends for refrigerant piping to remote food service equipment refrigeration systems: Division 22/26.
- B. **Roughing in and final connection of mechanical, electrical, and plumbing systems:** to Fixed, Movable Food Service Equipment and Cold Storage Assemblies: Division 22/26.

1.05 WORK INSTALLED, BUT FURNISHED BY OTHERS

- A. **Schedule Coordination:** Coordinate delivery/installation schedule of Owner/Furnished/Contractor Installed (OF/CI) equipment with Owner, not less than ninety (90) days before equipment is required at job site.
- B. **Utility Coordination:** Obtain and coordinate utilities requirements of OF/CI equipment with building utilities and roughing-in drawings/provisions.
- C. **Project Site Reception:** Receive at project site and fully incorporate into installation procedures, as if furnished under Section 11 40 00.

1.06 QUALITY ASSURANCE

- A. **Compliance:** In addition to complying with applicable laws, statutes, building codes, and regulations of public authorities, comply with the following:
01. National Sanitation Foundation (all equipment to bear label) (NSF)
 02. National Electric Code (NEC)
 03. Underwriter's Laboratories, Inc. (UL)
 04. Americans with Disabilities Act (ADA)

Exhibit "C"

05. Food and Drug Administration HAACP Guidelines (FDA)
 06. Clean Air Act, Title 6
 07. National Sanitation Foundation number AB1953.
- B. **Certification:** Furnish certification of regularly manufactured equipment listing, or classification, by Underwriter's Laboratories, Inc., or other recognized test facility, with initial submittal.

1.07 SUBSTITUTION/APPROVED EQUALS

- A. Equipment items or components specified are intended to be the Basis of Bid.
- B. All other brands, including any additional names which may be listed as "Alternates" or "Approved Equal" must conform with the specifications, size, accessories, etc. of the first named brand, and be subject to Paragraph E-03 of this Article.
01. Submitted on Bidder's letterhead, attached to the Proposal Form, with individual deductive amounts stipulated and the documentation required in Paragraph E-03.
 02. All savings for Owner's selection of deductive amounts by acceptance of alternate or substituted items are to be paid to the Owner.
- C. **Proposed Substitutions/Approved Equals:**
01. Submitted no less than seven (7) calendar days prior to Bid Date.
 02. Submit proposed substitutions with catalog data and/or manufacturer's shop drawings indicating all modifications required to conform to the specified brand.
- E. **Substitutions with prior approval:**
01. Submitted on Bidder's letterhead, attached to Proposal/Bid Form with individual additive/deductive amounts stipulated and the documentation required in Paragraph B-02.
 02. Owner reserves the right to accept or reject any or all substitution proposals before the execution of the contract.
 03. Section 11 40 00 to provide all design/engineering services required to make adjustments in space, systems, utilities, etc and **pay all additional costs of utilities, construction or professional services** that maybe incurred due to acceptance of any substitution.

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1.08 INTERPRETATION OF DOCUMENTS

- A. **During bidding:** contractor's, suppliers, or vendor's questions and comments pertaining to Construction Documents' clarity or intent will be addressed by Addendum.
01. **Bidders shall request complete written quotations from all manufacturers listed in the Item Specifications, where applicable, and shall not use third party quotation programs to obtain pricing.**
 02. **Bidders will be held responsible for any errors in their bids that occur due to information being submitted that is not in accordance with the actual specifications and drawings for the project.**
- B. **Subsequent to Award:**
01. Confirmation of Construction Document requirements will be provided by Clarification Bulletin.
 02. Request For Information Bulletins submitted by Contractor should contain Contractor's proposed resolution.

1.09 WARRANTY

- A. Provide a written warranty for a period of one (1) year from the date of Substantial Completion, including extended four (4) year replacement warranty on compressor bodies.
- B. Components of equipment subject to replacement prior to one-year's use (such as refrigerator door gaskets) and those items which may fail due to improper or inadequate periodic maintenance by the Owner/Operator (such as uncleaned refrigeration system condensers) are not intended to be included within the scope of the Warranty.
- C. **Refrigeration Systems/Equipment:** one (1) year free service available within twenty-four (24) hours of notification.
- D. Furnish three (3) copies of a list of all equipment and their respective local service agencies, indicating the address, telephone number and name of person to contact. Whenever possible, the service agencies selected shall be factory authorized for the equipment assigned.

1.10 SUBMITTAL DATA

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- A. **Special Requirements:** the following are in addition to any general requirements given elsewhere in these Documents.
- B. **All Drawings and Other Submittals:** indicate Five Oaks Kitchen Design as Food Service Consultant.
- C. **Preliminary Submittal:** submit two (2) copies of the "buy-out" equipment brochure, one (1) reproducible, and two (2) prints of all roughing – in and fabrication shop drawings directly to the Food Service Consultant within four (4) weeks after award of contract, Notice to Proceed, or issuance of Letter of Intent. **Partial submittals will not be accepted or processed.**
01. Include information listed in Article 1.13 – Verification and Coordination of Project Data.
- D. **Brochure Format (for regularly manufactured equipment and components):**
01. **Front and rear protective cover:** with labeled project name.
02. **Cover page with Project Location/Address:** name, address and telephone/FAX number of Owner, Architect, General Contractor, Food Service Consultant, Food Service Contractor, Stainless Steel Fabricator, and Equipment Installer (if different than Food Service Contractor)
03. **Brochure index:** indicate functional Area/Room number, item number, quantity, description and manufacturer.
04. **A separate fly sheet:** for each component or item of equipment, indicating item number, name, quantity, manufacturer, optional equipment, modifications, special instructions and utility requirements. An item of equipment or assembly containing more than one "buy-out" sub-assembly or component shall have the secondary item listed in parenthesis beside the primary item name (e.g., Serving Count (hot food well)).
05. **Catalog specification sheet and/or manufacturer's drawings:**
- a. ***A separate catalog specification sheet, and/or manufacturer's drawing shall be submitted for each item specified in the project.***
- b. ***Each catalog specification sheet and/or manufacturer's drawing shall be annotated with the pertinent information concerning item specified, including, but not limited to: quantity, model number, utility connection***

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requirements, and any modifications to standard specifications.

06. **Brochure sets submitted without the above information will be rejected, marked "revise and resubmit" and returned to the Food Service Contractor for correction.**
07. A separate fly sheet for each component or item of equipment, indicating item number, name quantity, manufacturer, optional equipment, modifications, special instructions and utility requirements. An item of equipment or assembly containing more than one "buy-out" sub-assembly or component shall have the secondary item listed in parentheses beside the primary item name (e.g.: Serving Counter (hot food well)).
08. Catalog specification sheet and/or manufacturer's drawing.
09. Certification letter of equipment listing or classification by Underwriter's Laboratories, Inc., or other recognized testing facility.

E. Shop drawings (Rough-in drawings):

01. Separate drawings sheets: same size as Contract Drawings (NOTE: Contract Drawings are not to be traced or reproduced)
02. 1/4" scale drawing of fixed/mobile Food Service Equipment and pre-fabricated Cold Storage Assemblies, with itemized schedules.
04. **Electrical rough-in drawings:** all dimensions to be indicated from finished exterior walls or column lines. **Submittals without this information will be rejected.**
 - a. Connection numbering/tag system and symbols to be identical to Contract Drawings.
05. **Plumbing/Mechanical rough-in drawings:** all dimensions to be indicated from finished exterior wall or column lines. Finished interior walls may be used if located from finished exterior walls or column lines. **Submittals without this information will be rejected.**
 - a. Connection numbering/tag system and symbols to be identical to Contract Documents.
06. **Required information:** all general use and convenience utilities or services indicated on Contract Drawings, including those required by or connected to equipment or devices not in this section.

F. Shop Drawings (Manufacturer's and Fabricators):

01. Sheet size shall be identical to Contract Drawings, drawn or plotted at 3/4" scale for plan view and elevations; 1-1/2" scale for sections and construction details.

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02. Included information shall be item number, name, and quantity.
03. Construction details, sections, and elevations to reflect requirements of the Specifications and Drawings.
04. Indicate adjacent walls, columns, and equipment
05. Indicate plumbing and electrical schematic drawings for equipment, such as refrigeration lines/systems, exhaust hood, fire protection systems and fabricated fixtures with single electrical (**junction box or load center**) or plumbing connection.
06. Mechanical or electrical operating components or products integrated into a fabricated fixture: ventilation and service access required or recommended by the manufacturer, including panel size and location, to permit easy lubrication, adjustment, or replacement of all moving parts.

G. Regular Submittal:

01. After the return of one copy of the preliminary submittal, make any required corrections and resubmit for approval.
02. Follow routine procedures specified elsewhere, or as directed.
03. All data and material should be thoroughly reviewed for compliance by Contractor, **PRIOR TO SUBMITTAL**. Food Service Consultant's repetitive reviewing time (**more than twice**), incurred due to Contractor's failure to comply with the requirements of this Article, **will be invoiced** to this Contractor at Consultant's standard hourly rates.

H. Project Completion Submittal: (IF REQUIRED)

01. Contractor shall submit, as part of the project close-out, in Revit format, if requested, the following information:
 - a. As-built floor plans.
 - b. As-built mechanical/electrical drawings.
 - c. As-built custom fabricated equipment shop drawings.
 - d. Approved brochure submittal.
02. Submittal shall be on flash drives and in the following quantities:
 - a. One (1) for General Contractor.
 - b. Two (2) for Owner.
 - c. One (1) for Architect.
 - d. One (1) for Food Service Consultant.

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1.11 SERVICE MANUAL

- A. Provide Service Manuals in electronic format (CD disc or adequate Flash Drive) for scope of project, with the same data as approved equipment brochure, at completion of installation (Refer to "Submittal Data").
- B. **Each volume:** section for maintenance of finish materials (e.g., stainless steel.)
- C. Catalog specification sheet and/or manufacturer's shop drawings.
- D. **Each volume:** index of items, manufacturer's operating/maintenance information, replacement parts data and price lists. Provide the name, title, address of personnel at each respective manufacturer to be contacted for spare/replacement parts after warranty period.
- E. To the extent possible, provide two (2) copies of manufacturer's video instructional cassettes for operating, maintenance and service of equipment.

1.12 VERIFICATION AND COORDINATION OF PROJECT/DATA

- A. **Utilities Rough-in Drawings/Field Services:** within four (4) weeks after receipt of notice-to-proceed, review Contract Drawings and Submittal Data for accuracy and completeness and notify Food Service Consultant and Architects of conflicts and any proposed amendments. Coordinate work with other sub-contractors.
- B. **On-site field verification:** Provide on-site field verification of all underground utilities prior to pouring (if applicable) of concrete for capacity and location, coordinate with General Contractor. Provide on-site verification of in-slab utilities installed prior to Contractor Notice-To-Proceed, coordinate with General Contractor. Submit review to Food Service Consultant, Architect, and General Contractor.
 - 01. Provide on-site field verification of all other utility connections and locations, coordinate with General Contractor. Submit review to Food Service Consultant, Architect, and General Contractor.

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ON-SITE INSPECTION REPORT

(PRIOR TO DELIVERY OF EQUIPMENT)

INSPECTION DATE: _____

PROJECT: WEBB COUNTY JAIL COOLER/FREEZER

PROJECT LOCATION: 1001 Washington, Laredo, Texas 78040

CLIENT: Webb County

Project Manager: Trinity MEP Engineering, Leo Munoz, P.E.

Telephone/FAX: (956)-973-0500

E-Mail:

GENERAL CONTRACTOR: _____

Project Manager: _____

Telephone/FAX _____

FOODSERVICE CONSULTANT: FIVE OAKS KITCHEN DESIGN

Project Manager: Robert Pursell

Telephone/FAX: (713) 705-0952/ (281) 778-8536 FAX

E-Mail: rpursell@fiveoakkitchendesign.com

An on-site inspection to verify location of install utilities was conducted by:

_____ of _____

The following conditions were observed and brought to the attention of the General Contractor: (KEC to provide a written description and a copy of the utility connection plans indicating the corrective action required.)

1. _____
2. _____

Add additional pages as necessary as required.

The utilities were installed per the contract document with no corrections required.

(FAX COPY OF REPORT AND ANY ADDITIONAL INFORMATION TO THE ARCHITECT, GENERAL CONTRACTOR AND FOOD SERVICE CONSULTANT)

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- D. Review critical systems/components for application, performance, and capacity. Submit calculation worksheets with initial submission of brochure/rough-in drawings, with all proposed adjustments noted, including:
01. Refrigeration systems (compressor, condenser, and evaporator) capacities/sizes, quantities, and refrigerant piping distances/sizes.
- E. **Dimension Responsibility:** obtain actual or guaranteed measurements for proper fit of equipment. All dimensions indicated in Contract Documents are approximate and are as accurate as can be determined at the time. Field check all horizontal/vertical measurements and conditions at the building, prior to fabrication or delivery of equipment and notify the Food Service Consultant, Architects, and General Contract of all conflicts or deviation from the dimensions shown in writing.
- F. **Checking Dimensions at Site:** before ordering any materials or doing any work, verify all measurements of the building and be responsible for the correctness of them. No extras will be allowed for variations from drawings in existing conditions or for work performed under this contract. Any discrepancies found shall be submitted to the Food Service Consultant, Architect, and General Contractor, in writing, for instructions before proceeding.
- G. **Scheduling to Fit Openings:** should it become necessary to schedule construction of walls or partitions prior to delivery of fixed equipment, the equipment must be fabricated for passage through finished opening. Maintain close contact with the project and be cognizant of all conditions, including vertical handling limitations within building (elevator cabs, or openings, stairs, etc.) and possible hoisting requirements. Coordinate all procedures with General Contractor and Project Team.
- H. **Refrigerated Storage Areas:** verify and coordinate dimensions to accommodate scheduled modular shelf sections. Notify Food Service Consultant, Architect, and General Contractor of variance between the Contract Documents and actual conditions.
- I. **Relocation of Work:** relocated or re-route work, as required, to coordinate related items free of charge, if no extra work is involved.

PART 2 – PRODUCTS

2.01 FABRICATED FIXTURES MATERIAL/COMPONENTS

- A. **Stainless Steel Sheets or Shapes:** 18-8, Type 302, polished to 180 grit, No 4 finish.
01. Stainless steel joints and seams to be heli-arc welded, free of pits and flaws, ground smooth and polished to No. 4 finish.
 02. The "grain" direction of horizontal stainless steel surfaces to be longitudinal, including splash back. The polishing procedure at right angle corners of fixtures shall provide a mitered appearance.

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- B. **Galvanized Iron Sheets:** Amco copper bearing Zinc grip or Zinc grip/Paint grip
01. Galvanized iron joints and seams to be arc welded, free of pits and flaws and ground smooth.
 02. Galvanized sheets or shapes to be washed with mineral spirits and painted with Rustoleum gray semi-glass enamel.
- C. **Identification Plates, Labels, Tags:**
01. **Prohibited Information:** names of suppliers, fabricators, and contractors.
 02. **NSF Labels:** required on all pieces of equipment.
 03. **Required Information:** function or purpose of controls such as display light switches, food warmer controls, etc.
 04. **Identification Plate Construction:** engraved phenolic plastics (in colors selected by Architect, secured to equipment with epoxy cement or stainless steel screws. Furnish samples. Provide identification for cold storage assembly doors/rooms, refrigeration systems.

2.02 ELECTRICAL REQUIREMENTS

- A. **All electrical systems, components and accessories within the work of this Section:** certified to be in accordance with NEC-70.
- B. **Electrical Fittings and Components:** furnished under this Section as follows: Coordinate food service equipment loads, voltage and phase with building system and confirm any existing or OF/OI equipment requirements.
- C. **Light Fixtures:**
01. **Light fixtures with lamps installed in/on fabricated or field assembled equipment** pre-wired to a junction box for final connection (continuous run fixtures when indicated)
 02. **Cold Storage Light Fixtures:** Simkar Corp. Model No 451 Series fixtures (unless otherwise specified) electrically connected through hub fitting located on top of fixture. All horizontal conduit to be above ceiling panels. Install plastic sleeve through ceiling panels for electrical conduit. Seal sleeved penetrations airtight at both sides of cold storage ceiling panels. Seal electrical conduit at interior of light fixture.
- H. **Final Electrical Connection Provisions:**
01. **Fabricated equipment, containing electrically operated components or fittings, indicated on Utility Connections Drawings:** direct – connected, with each component, fitting, or group pre-wired to a junction box for final connection by Division 26. Refer to drawings for circuit loading.
 02. **Fabricated equipment containing electrically operated components and/or devices indicated:** circuit-breaker load center for each component or device pre-

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wired to a separate circuit-breaker for balanced phase loading and single final connection by Division 26.

03. **Field assembled equipment (e.g., cold storage equipment, etc.):** shall have electrical components completely interconnected in this Section for final connection arrangements as indicated on Utility Connection Drawings, by Division 26.
04. Pre-wire the following groups of cold storage assembly electrical devices to a top-mounted junction box for final connection by Division 26, per compartment grouping (unless otherwise indicated)
 - a. Light fixtures and switches.
 - b. Heated pressure relief vent.
 - c. Door/jamb heaters.
 - d. Evaporator fans, defrost elements, and drain line heaters.
 - e. Wiring from evaporator coils to top of box to be in flexible stainless steel conduit, with exterior poly coating.
05. **All electrical final connection points of equipment shall be tagged, indicating:**
 - a. Item number.
 - b. Name of devices on circuit.
 - c. Total electrical load.
 - d. Voltage and phase.

I **Lamps:**

01. **In all Food Service Equipment containing light fixtures (unless otherwise specified):**
 - a. Refrigerator or heated cabinets: G.E. model no 40A15 appliance bulbs.
 - b. All exposed fluorescent lamps above or within a food zone: Shat-R-Shield lamps, or standard lamps, sleeved with end caps.

2.03 PREFABRICATED COLD STORAGE ASSEMBLIES

- A. **Sectional Assemblies:** size/shape indicated on drawings; 8'-6" A.F.F., unless otherwise specified. Door locations/size to be exactly as shown.
- B. **Insulation:** sandwich panel insulation, Class 1 Urethane with vapor barrier, 4" thickness with mature "u" factor of .030 or lower.

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- C. **Panel Skin Material/Finish (unless otherwise specified):** .040 stucco interior and exposed exterior panel surfaces, 22 gauge galvanized concealed panel surfaces. All interior panels shall be painted white polyester enamel.
- D. **Tread Plate:** 1/8" x 3'-0" high diamond tread plate attached at exposed exterior. Seal all joints between tread plate and cold storage wall panel.
- E. **Interior Ceiling Panels (unless otherwise specified):** 20-gauge zinc coated steel with baked on primer and finish application of white polyester enamel.
- F. **Ceiling Support:** wherever compartment dimension exceeds clear span ability of ceiling panels, provide I-beam support on exterior of ceiling or spline hangers. Install 1/2" diameter steel rods through beam/hangers and secure to structure above. Beams or posts within compartments are not acceptable.
- G. **Door Assemblies:** reinforce prefabricated wall panels to rigid support the door assemblies. All door jambs furnished with replaceable full perimeter thermostatically controlled heater cable. Install 2" x 4" 16-gauge stainless steel hat channel full width of jamb with 1/8" stainless steel removable flush sill, secured with stainless steel screws and sealed watertight to channel.
- H. **Integral Floor Panels:**
01. Sandwich panels, same as wall/ceiling except with 14-gauge galvanized skin, sealed watertight.
 02. Factory foam-in-place 1/8" thick hard alloy aluminum tread plate, with all joints caulked.
 03. Shop installed 3/4" marine grade plywood sub-floor below metal skin with all surfaces sealed watertight and all joints/seams caulked.
 04. Treat exterior panel surfaces for concrete exposure.
 05. 4" x 36" 3-M non-skid floor strips applied at 12" spacing in all aisles.
 06. Sloping interior floor ramp at exterior entrance doors (if required)
- I. **Temperature Alarm:** Modularm model no 75LC temperature monitor/alarm with sensor and probe cord length required to extend from exterior front of assembly to a mounting position of the sensor within return air stream.
- J. **Thermometer:** each compartment to have 3-1/2" diameter chrome plated flush mounted dial thermometer with re-calibration. All thermometers furnished with sufficient length of capillary tubing to extend from exterior front of the assembly to a mounting position of the sensor bulb and glycerin container within evaporator return air-stream with tubing clipped to panel at 36" O.C.
- K. **Panic Alarm Switch:** installed in each compartment at 72" A.F.F., interconnect

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Modularm model no HLP to temperature monitor.

- L. **Lights:** Sunpark model no BH48-232 (Alternate: Kason model no 1810L21248LB) surface mounted LED light fixture with bulbs and vapor proof diffuser, each light fixture to have low temperature ballast rated to minus 20-degree operation, in quantity/arrangement shown on drawings.
01. Each compartment shall be equipped with a package 2 hi-low temperature alarm with an automatic light control. Model no IP-1 illuminated push button light control inside the box.
 02. All wiring in EMT conduit, run above top of assembly. Seal all penetrations of panels. Seal EMT conduit above and below ceiling panel.
- M. **Electrical:** All electrical in each compartment shall be extended above top of assembly and terminate in junction box for final connections to building services by Division 26. All penetrations shall be sealed with Dow Corning 3-6548 silicone RTV foam, full depth of panel.
- N **Penetrations of Panels:** sealed with Dow Corning 3-6548 silicone RTV foam, full depth of panel. Trim excess flush.
- O. **Closure Panels:** install closure panels and/or trim strips to building walls and ceiling with concealed attachment. Closure material to be same as wall panels, unless noted otherwise.
- P. **Compartment Entrance Doors:** 36" x 78" nominal clearance. (unless otherwise noted)
01. Mount hinged doors on two (2) Kason model 1248-2, polished chrome plated nylon cam-lift hinges. One (1) only Kason model no 1248 spring loaded polished chrome plated nylon cam-lift hinge.
 02. Swing doors as indicated on drawings.
 03. Defrost heater to be thermostatically controlled and replaceable at full perimeter of all doors, (in addition to door jambs). Defrost heaters to be wired for continuous service.
 04. Unless otherwise specified, install 1/8" X 36" high x full length aluminum diamond tread plate kick plates at front and rear of all hinged doors.
 05. 12" x 2" engraved phenolic plastic compartment identification signs in red letters with white background (unless otherwise specified) with 1" letters, mounted above door window.
 06. 14" x 24" four panel glass view window (refrigerator/freezer) with heater and molded non-metallic inner and outer frame. Heater to be wired for continuous service.

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07. Padlock/key provisions in door latch with interior safety release.
08. Refrigerator/Freezer Entrance Door Material finish to be 20-gauge stainless steel interior/exterior (same as assembly panels, unless otherwise noted)
09. 1/8" x 3'-0" high tread plate sealed to both sides of door.
10. Heated pressure relief ports in refrigerator/freezer to be wired for continuous service.
11. Interwire freezer evaporator fans to shut down when freezer door is opened and restart when freezer door is closed.
12. Provide RIB kits for automatic fan timer switch, with temperature activated override controls.
13. Provide Mars Air Screens over the exterior of each door (unless specified otherwise). Door panels to be reinforced at the factory, to accept these air screens. Pre-wire air screens, at factory, to top mounted junction box and to activate upon the opening of the door and deactivate upon closing. Furnish air screens loose for field mounting by installer.

2.04 COLD STORAGE REFRIGERATION SYSTEMS

- A. **Unit Coolers:** specified quantity and model, ceiling hung by 1/2" diameter nylon bolts with stainless steel washers and nuts. Insert hanger bolts through plastic sleeve and seal penetration airtight.
01. Unit cooler drain fittings to be positioned as indicated on drawings. Installation of cast fee fittings on drain pan outlet with union and cleanout plug and extension of 1" Type K copper drain line through wall panel to air gap fitting or floor drain under this Section.
 02. Slope drain line 1/4" minimum per foot, trap at exterior of assembly and turn down into drain. Manifold drain lines of adjacent compartments wherever possible.
 03. Install drain line plastic sleeve through compartment wall, seal around drain line and install stainless steel escutcheon with set screws.
 04. Electric drain line heater cable (self-regulating, 7 watts) on all unit coolers operating below 36^o, install from coil drain line fitting to wall penetration under this Section. Heater cables to have minimum rating of 15 watts/lineal foot, 208 volt, single phase. Wrap drain line with maximum 2" loop spacing and interwire to unit cooler for continuous operation. Drain line shall be insulated with 3/4" Armaflex.
 05. Mounted, pre-piped and pre-wired evaporator components:
 - a. Sporlan thermostatic expansion valve with external equalizer.

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- b. Shut-off valve at evaporator suction and liquid lines.
- c. Cooler Thermostatic Controls: RDT-Eco-Smart - medium temperature defrost management controller with remote bulb positioned in return air stream.
- d. Freezer Thermostatic defrost using RDT-Eco-Smart low temp with controls for fan delay, defrost heater, defrost termination, and defrost time functionality with remote bulb positioned in return air stream.
- e. RDT ECO SMART CONTROLLER: with demand defrost functionality on cooler/freezer. For remote functionality of RDT Eco smart a local area network cable is recommended for connection to the local network.
- f. Door sensor provided on each door for connection to coil by refrigeration system installer.
- g. Electrical disconnect switch in NEMA 4 enclosure.

B. **Condensing Unit:** Refrigeration Design Technologies, or equal, air cooled (water cooled, if specified), each fitted with 80-81 prewired control panel.

- 01. Suction and discharge line vibration eliminators, on discus or semi hermetic compressors.
- 02. Shut-off valve at condensing unit inlet and outlet.
- 03. Suction line filter/dryer.
- 04. Sporlan "Catch-All" refrigerant filter/drier on liquid line.
- 05. Oil Separator for all compressors that are:
 - a. Positioned 2'-0" higher than the coil.
 - b. All multi-plex or blast coolers.
 - c. Over 100' horizontal run.
- 06. Air Cooled Condensing Units: installed in an area subject to weather conditions or low ambient temperatures to be furnished with stainless steel weatherproof enclosure with cold weather controls package.
- 07. 12" x 2" engraved phenolic plastic condenser identification signs/compartement designator in black and white with 1" letters mounted on rack below compressor unit.
- 08. 24" galvanized legs without skirting, unless otherwise specified, on ground mounted units only.

C. **Refrigerant System Installation:**

- 01. Refrigerant Lines: Type ACR Rigid copper tubing.
- 02. Fittings: wrought copper or brass designed for use with high temperature solder.
- 03. Piping Joints: brazed with silver solder alloy as appropriate.
- 04. Piping: properly suspended from and anchored to structure with adjustable hangers on 6'-0" O.C., maximum.
- 05. Suction Lines: sized to have maximum pressure drop of two (2) pounds in medium temperature systems, one (1) pound in low temperature systems. Sized for proper

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line length and capacity.

06. Liquid Lines: sized to give maximum pressure to prevent trapping of oil. Sized for proper line length and capacity.
07. Insulation on all Suction Lines: Armaflex insulation by Armstrong; $\frac{3}{4}$ " thick at medium temperature; 1" thick at low temperature.
08. Refrigerant Lines in PVC or EMT Conduit: sealed at both ends with Dow Corning 3-6548 silicone RTV foam.
09. Exterior Refrigerant Lines: to be wrapped by refrigeration system installer in self-fastening jacket of Type 3003-H14 aluminum alloy 0.016 inch thick. Provide aluminum strapping and seals for applying aluminum jacket and covers, according to manufacturer's recommendations to provide completely weather tight covering.
10. Freon Leak Detectors: provide IMURCO MGS-SC leak detectors on all systems, where required by Local Codes. Provide external annunciator either buzzer or strobe light.

D. Evacuation and Charging:

01. After completion of the pressure test, the system shall be evacuated, using an approved auxiliary vacuum pump. Connections for evacuation to be in accordance with manufacturer's recommendations.
02. Charging subsequent to the initial charge which is contained in the condensing unit (R-407A- Non-CFC Ozone Depletion Refrigerant) to be given through the charging valve in the high side, passing all the liquid refrigerant through a charging hydrator.
03. All charging lines and gauges shall be purged prior to connection with system.
04. Refrigerant shall be unused and shall be delivered in clean containers.
05. After system is fully charged, start and place in full operation.

2.05 SOURCE INFORMATION

01. (as needed)

2.06 APPROVED KITCHEN SUPPLIERS

- A. The following Food Service Sub-Contractors have been pre-approved, and those that might be approved later, per Paragraph B, are approved for inclusion in the Contractor's Bid:

01. Texas Metal Equipment Company
Mr. Andrew Harman
6707 Mayard
Houston, Texas 77041
713.466.8722 FAX: 713.466.0166
e-mail: aharman@tmeco.com
02. Mission Restaurant Supply
Mr. Brian Mosher

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1126 St. Mary's
San Antonio, Texas 78210
210.354.0690 FAX: 210.354.0746
e-mail: brianm@missionrs.com

B. Proposed Substitutions:

01. Submit A.I.A. Document A405, no less than seven (7) days prior to Bid Date, for approval. VERIFY THIS DOCUMENT NUMBER.
02. Submit proposed substitution of Kitchen Supplier, providing name of firm, address, telephone, fax number, e-mail, contact person, project references, business references, and qualifications.
03. Owner reserves the right to accept or reject any substitution, before the execution of the contract.

PART 3 – EXECUTION

3.01 DELIVERY AND INSTALLATION

- A. Supervision: provide a competent foreman, or supervisor, who shall remain on the job during the entire installation.
- B. Delivery: coordinate with progress of construction and Owner's operation schedules. Unless otherwise instructed and documented by Owner, or General Contractor, the following procedures apply:
 01. All other Fixed Equipment to be delivered after completion of work on adjacent finished ceilings, lighting, finished floor and wall systems, including painting.
 02. Major Movable Equipment to be delivered, when possible, and inventoried, in secured area for interim job-site storage, or, if secured area is not available, when fixed equipment installation/clean up has been completed.
- C. Installation: performed by manufacturer of custom fabrication fixtures.
 01. Assemble square, level, and make ready, all items for the final utilities' connections.
 02. Cut neatly around obstructions to provide sanitary conditions.
 03. Where gaps of ¼" or less occur adjacent to, or between, equipment, insert rope backing and smoothly applied General Electric construction sealant Series SE-1200 silicone mastic (white/clear). Mask both sides of gap for neat application of sealant and remove excess. If space exceeds ¼", neatly install 18-gauge stainless steel trim molding of proper shape with concealed attachment. Use epoxy cement or "Z" clips wherever possible to secure stainless steel trim. Exposed edges or corners of trim to be eased and smooth.
- D. Protection of Work:
 01. Manufactured Equipment: fiberboard or plywood taped as required by equipment shape and installation access requirements.
 02. Prohibited Use of Equipment: tools and materials storage, workbench, scaffold,

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stacking area, etc.

03. Damaged Equipment: immediately documented and submitted to Owner with Contractor's recommendation of action for repair or replacement. Include its impact on the Project Schedule and Contract Amount, if any.

3.02 CLEAN AND ADJUST

- A. Clean up, and remove from the job-site, all debris resulting from this Work, as the installation progresses.
- B. Thoroughly clean and polish interior/exterior of all Food Service Equipment, prior to demonstration and final observation, ready for Owner's use.
- C. Adjust pressure regulating valves, timed-delay relays, thermostatic controls, temperature sensors, etc.
- D. Clean or replace faucet aerators, line strainers.
- E. Touch-up damage to painted finishes.
- F. Start-up and check operation of all refrigeration systems for at least 72 hours prior to acceptance.

3.03 EQUIPMENT START-UP/DEMONSTRATION

- A. Carefully test, adjust and regulate all equipment in accordance with the manufacturer's instructions and certify, in writing, to the Owner that the installation, adjustments, and performance are in full compliance.
- B. Provide the Owner, or Food Service Operator, with a thorough operational demonstration of all equipment and furnish instructions for general and specific care and maintenance. Coordinate and schedule selected items of equipment and attendees with Owner, at least two (2) weeks in advance of demonstration periods.

3.04 FINAL OBSERVATION

- A. Preliminary observation will be made when the Contractor has delivered all field assembled and fixed equipment to the job site and set the equipment.
- B. Final observation will be made when the Contractor will certify that he has completed his work, made a thorough review of the installation/operation of each item in the contract, and found it to be in compliance with the Construction Documents.
- C. Repetitive final observations (**more than two**) and all costs associated thereto, which may be incurred due to Contractor's failure to comply with the requirements of this Article, will be invoiced to this Contractor on a time and expense basis.

PART 4 – EQUIPMENT SCHEDULE

4.01 REGULARLY MANUFACTURED EQUIPMENT/COMPONENTS: standard finishes and accessories, unless specifically deleted or superseded by the Contract Documents.

4.02 FABRICATED AND FIELD-ASSEMBLED EQUIPMENT: arrangement and configuration as shown on Plans, Elevations, and Detail Drawings.

Exhibit "C"

4.03 REFER TO DRAWINGS: for unit quantities and electrical and/or mechanical provisions required, including manufacturer's optional voltages, wattages, burner capacities, etc.

4.04 REFER TO PART 2 – PRODUCTS: for accessories, fittings, requirements, and procedures related to the listed buy-out and fabricated equipment.

4.05 FOOD SERVICE BASE BID EQUIPMENT:

ITEM NO 101 – OUTDOOR FREEZER ASSEMBLY

Quantity: One (1) only lot

Manufacturer: ThermoKool

Model No.:

Utilities: 15 Amps, 120 volt, single phase

Size and Shape: Refer to manufacturer's information

Equipment:

01. Size and shape as shown on the drawings.
02. Exposed exterior panels are to be brushed stainless steel.
03. Unexposed exterior panels to be stucco aluminum.
04. Interior walls and ceiling to be smooth white aluminum.
05. Walk-in freezer to have a floor, clad in 1/8" aluminum treadplate.
06. Walk-in freezer to set on top of concrete slab.
07. One (1) only 36" X 78" flush mounted self-closing door with 3rd hinge. Door to have 14" x 24" peep windows with heated frame and glass.
08. Door finish to be stainless steel interior and exterior, with 1/8" thick aluminum treadplate, 48" high on interior and exterior surfaces.
09. Provide interior ramp at door.
10. One (1) only ThermoKool model no TK4700 walk-in monitoring system with panic switch, motion detector, battery back-ups, dry contracts, and thermostatically controlled heater wires.
11. Provide 1/8" aluminum treadplate, 48" high on all exposed interior and exterior walls.
12. CCI clear Vu vinyl swing doors.
13. One (1) only full size vinyl weather cap for roof of freezer.
14. One (1) only 48" LED light fixture, installed in ceiling of walk-in between shelving sections so as to eliminate, as much as possible shadowed areas. Light to be pre-wired above ceiling for final connection to building services by Electrical Contractor. Seal all ceiling penetrations to prevent air leakage.
15. One (1) only prison security package.
16. Stainless steel vertical trim between walk-in walls and adjacent walls.
17. 18 ga stainless steel enclosure panels between top of walk-in and finished ceiling of area.
18. Phenolic I.D. plates with "FREEZER" mounted to exterior above door.

Special Instructions:

Disassembly and disposal of existing unit to be by Section 11 40 00.

Interwiring of temperature monitor panel to master building alarm system by Electrical Contractor. Conduit from refrigeration system to monitor by Electrical Contractor. Monitor installation at 4'-0" above finished floor. Electrical connections by Electrical Contractor. Pre-wire all electrical components to junction box above top of walk-in compartment for final connection by Electrical Contractor. Seal all ceiling penetrations against air leakage. Vinyl doors to be field installed.

ITEM NO 102 – COLD STORAGE ASSEMBLY

Quantity: One (1) only lot

Manufacturer: ThermoKool

Model No.:

Utilities: 15.0 amps, 120 volt, single phase

Size and Shape: Refer to manufacturer's information

Exhibit "C"

Equipment:

01. Size and shape as shown on the drawings.
02. Exposed exterior panels to be stainless steel.
03. Unexposed exterior panels to be stucco aluminum.
04. Interior walls and ceiling to be smooth white aluminum.
05. Walk-in refrigerator and walk-in freezer to have a floor, clad in 1/8' aluminum treadplate.
06. Walk-in refrigerator and freezer to be set on top of concrete slab.
07. Two (2) only 36" X 78" flush mounted self-closing doors with 3rd hinge. Doors to have 14" x 24" peep windows with heated frame and glass.
08. Door finish to be stainless steel interior and exterior, with 1/8" thick aluminum treadplate, 48" high on interior and exterior surfaces.
09. Each door to have third hinge.
10. Provide interior ramp at exterior door to walk-in refrigerator.
11. Two (2) only 3-1/2" dial thermometers.
12. Two (2) only Thermokool model no TK4700 walk-in monitoring systems, complete with panic switches, motion detectors, battery back-ups, dry contacts, and thermostatically controlled heater wires.
13. Each door to have 14" x 24" peep windows with heated frame and glass.
14. Two (2) phenolic I.D. plates each mounted above a door. I.D. plates to read "REFRIGERATOR" and "FREEZER" respectively.
15. One (1) only Mars Air Systems model no LPV236-UASS air screen mounted above exterior door to refrigerator. Provide factory mounting brackets above door.
16. One (1) only RIB kit for automatic fan timer switch with temperature activated override control.
17. Provide Clear Vu clear vinyl strips for door to walk-in freezer. Mount to factory supplied backups.
18. 18 ga stainless steel enclosure panels from top of walk-in to finished ceiling.
19. 18 ga stainless steel vertical trim strips from walk-in walls to adjacent building walls.
20. Three (3) only LED light fixtures. Pre-wire lights above ceiling of walk-ins for final connection to building services by Electrical Contractor. Seal all ceiling penetrations to prevent air leakage. Mount one (1) only light in center of ceiling of walk-in freezer and two (2) only lights in ceiling of walk-in refrigerator. Mount lights in such a manner as to eliminate, as much as possible, shadowing of products.
21. One (1) only prison security package.

SPECIAL INSTRUCTIONS

Disassembly and disposal of existing unit by Section 11 40 00 . Removal of existing exterior ramp by Section 11 40 00.

Interwiring of temperature monitor panel to master building alarm system by Electrical Contractor. Conduit from refrigeration system to monitor by Electrical Contractor. Monitor installation at 4'-0" above finished floor. Electrical connections by Electrical Contractor. Pre-wire all electrical components to junction box above top of walk-in compartment for final connection by Electrical Contractor. Seal all ceiling penetrations against air leakage. Vinyl strips to be field installed.

ITEM NO 103 – REFRIGERATION SYSTEM

Quantity: One (1) only lot
Manufacturer: RDT
Model No.: ZS1-03Z-CT3-AST
Utilities: 30.0 amps, 208 volt, three phase
Size and Shape: Refer to manufacturer's information
Equipment:

OUTDOOR FREEZER ASSEMBLY

01. One (1) only low temp compressor, model no ZF11K4E, 10.5 amps, wired 208 volt, three phase.
02. One (1) only low temp evaporator coil, model no BEL0080 ,1.9 amps, wired 230 volt, single phase.

Exhibit "C"

COLD STORAGE ASSEMBLY – WALK-IN REFRIGERATOR ASSEMBLY

03. One (1) only medium temp compressor, model no ZB08KAE, 4.7 amps, wired 208 volt, three phase.
04. One (1) only medium temp evaporator coil, model no BEL0060, 1.9 amps, wired 120 volt, single phase.

COLD STORAGE ASSEMBLY – WALK-IN FREEZER ASSEMBLY.

05. One (1) only low temp compressor, model no ZF08K4E, 8.7 amps, wired 208 volt, three phase.
06. One (1) only low temp evaporator coil, model no BEL0065, 1.9 amps, wired 230 volt, single phase
07. Refrigeration system to be rack mounted, pre-wired, and pre-plumbed to a single connection for supply and return lines.
08. Provide shut-off valves for both supply and return lines.
09. System to be roof mounted. Verify final location with Architectural and Engineering drawings.
10. Stainless steel housing for outdoor installation, with stainless steel lift out louvers.
11. Pre-wired control panel.
12. Pre-piped suction and liquid lines.
13. All utilities to be mounted and pre-wired. Extend to a single connection point.
14. On/Off power switch.

Special Instructions

Disassembly and Disposal of Existing Refrigeration Systems by Section 11 40 00.

Refer to Architectural and Engineering drawings for exact location of remote units. Any necessary pad to support this unit to be furnished by General Contractor. Coordinate size and location of pad with KEC and General Contractor. Coordinate routing of refrigeration lines and conduit with appropriate trades. Insulate all drain lines. Heat tape and insulate all low temperature drain lines. Installation of temperature monitor by walk-in manufacturer. Exterior refrigerant lines to be wrapped in self-fastening jacket of Type 3003-H14 aluminum alloy 0.061 inch thick. Provide aluminum strapping and seals for applying jacket and covers to provide complete weather tight covering.

ITEM NO 104 – COLD STORAGE SHELVING

Quantity: One (1) only lot

Manufacturer: InterMetro Industries Corp. (Metro)

Model No.: Metro Max

Utilities:

Size and Shape: Refer to manufacturer's information

Equipment:

01. Size and shape as shown on drawings.
02. Each section to have four (4) only gridded shelves, Metro Max finish.
03. Each section to have four (4) only 74" posts, Metro Max finish.
04. Mount lower shelf at 8" above finished floor with balance of shelves evenly spaced in height of posts.
05. OUTDOOR FREEZER ASSEMBLY
 - a. One (1) only 24" x 48" section.
 - b. Three (3) only 24" x 60" sections.
06. COLD STORAGE ASSEMBLY – REFRIGERATOR
 - a. One (1) only 24" x 42" section.
 - b. Two (2) only 24" x 48" sections.
07. COLD STORAGE ASSEMBLY – FREEZER
 - a. One (1) only 21" x 60" sections.
 - b. One (1) only 24" x 48" sections.

Special Instructions:

Removal and disposal of existing shelving by Section 11 40 00.

ITEM NO 105 – AIR CURTAIN

Exhibit "C"

Quantity: One (1) only
Manufacturer: Mars Air Systems
Model No.: LPV260-1UA
Utilities: 2.6 amps, 120 volt, single phase
Size and Shape: Refer to manufacturer's information

Equipment:

01. Size and shape as shown on drawings.
02. 1/6 hp continuous duty motors.
03. Low profile design.
04. Variable speed controller.
05. Two (2) only model no 99-014 switches. Mount one (1) only switch on each door.
06. Housing color to be as selected by Owner from manufacturer's standard color chart.
07. Verify mounting bracket location with actual field conditions.

Special Instructions:

Electrical switches and controls to be delivered to Division 25 for field mounting at the time of installation of equipment.

END OF SECTION 11 40 00

ADDENDUM 1

Date: March 8, 2022

Project Name: Webb County Jail Cooler & Freezer

The General Specifications and drawings as issued are hereby modified by this addendum. Unless noted here all other portions of the General Specifications and drawings remain in effect, as issued. **Bidders shall acknowledge receipt of this addendum on their proposals**

ITEM NO 102 – COLD STORAGE ASSEMBLY

Special Instructions:

Please **ADD** the following to the Special Instructions:

Remove existing concrete ramp and refinish existing floor to match adjacent surfaces.

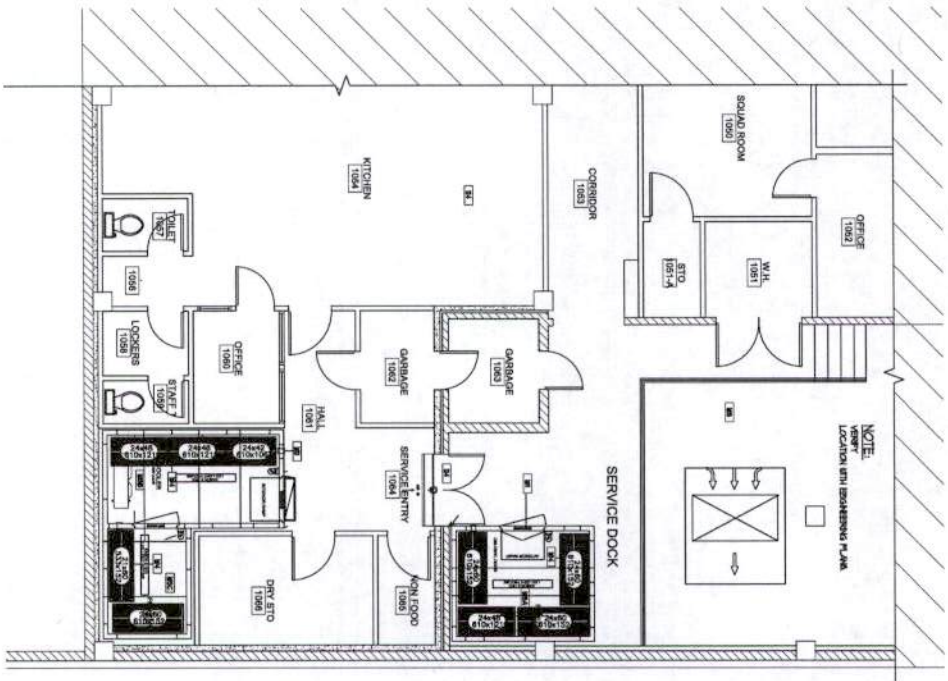
March 8, 2022

Contractor Questions and Answers

Webb County Jail Kitchen Cooler & Freezer

1. How is the gap between the insulated cooler panel and the existing wall going to be covered?
 - a. Refer to Item No. 101 – line 16. S/S trim strip
2. The location of the air curtain/wall is not noted on the plans. Where does it go? Ceiling it too low to fit indoors. The only place where it fits is on the exterior wall. If located there, the existing light fixture needs to be relocated.
 - a. Mount to exterior wall above the receiving door.
 - b. Existing exterior light fixture to be relocated above air curtain.
3. Who will be demolishing the existing coolers concrete ramp? What tile or finish will the floor have?
 - a. Equipment contractor shall remove ramp and refinish floor at cooler entry.
 - b. Floor shall be finished with similar tile.
 - c. Tile shall match existing as much as possible.
4. Where is the refrigeration rack going to be located? The proposed location is where the existing trash dumpster is located. Will it be located on the roof? If so, how are the refrigerant lines going to run?
 - a. Refrigeration rack shall be located on the building's roof above the exterior freezer.
 - b. Contractor shall extend refrigerant lines up to ref. rack's new location.
 - c. Electrical feeders and disconnect shall be extended to ref. rack's new location.

END OF DOCUMENT



FOODSERVICE EQUIPMENT
FLOOR PLAN
SCALE: 1/4" = 1'-0"

EQUIPMENT SCHEDULE

NO.	QTY.	ITEM DESCRIPTION	MANUFACTURER	MODEL NO.	UTILITIES	REMARKS
001	1	OUTDOOR FREEZER ASSEMBLY	HERCO-KOOL	HERCO-KOOL	B&A 2001	
002	1	COLD STORAGE ASSEMBLY	HERCO-KOOL	HERCO-KOOL	B&A 2001	
003	1	REFRIGERATION SYSTEM	NOT	NOT	400A 2000	VENT LOCATION
004	1	REFRIGERATION COIL	NOT	NOT	20A 2001	
005	1	REFRIGERATION COIL	NOT	NOT	20A 2001	
006	1	COLD STORAGE ASSEMBLY	HERCO-KOOL	HERCO-KOOL	B&A 2001	
007	1	AIR COOLER	MASS	17V-500-II	24A 2001	



12.21.2021

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NOT APPROVED

QUOTATION SUBMITTAL

ITEM # 101

1. 30" x 48" x 72" FREEZER WITH DOOR

2. 30" x 48" x 72" FREEZER WITH DOOR

3. 30" x 48" x 72" FREEZER WITH DOOR

4. 30" x 48" x 72" FREEZER WITH DOOR

5. 30" x 48" x 72" FREEZER WITH DOOR

6. 30" x 48" x 72" FREEZER WITH DOOR

7. 30" x 48" x 72" FREEZER WITH DOOR

8. 30" x 48" x 72" FREEZER WITH DOOR

9. 30" x 48" x 72" FREEZER WITH DOOR

10. 30" x 48" x 72" FREEZER WITH DOOR

11. 30" x 48" x 72" FREEZER WITH DOOR

12. 30" x 48" x 72" FREEZER WITH DOOR

13. 30" x 48" x 72" FREEZER WITH DOOR

14. 30" x 48" x 72" FREEZER WITH DOOR

15. 30" x 48" x 72" FREEZER WITH DOOR

16. 30" x 48" x 72" FREEZER WITH DOOR

17. 30" x 48" x 72" FREEZER WITH DOOR

18. 30" x 48" x 72" FREEZER WITH DOOR

19. 30" x 48" x 72" FREEZER WITH DOOR

20. 30" x 48" x 72" FREEZER WITH DOOR

OUTDOOR FREEZER PLAN
SCALE: 1/4" = 1'-0"



12.21.2021

<p>PROJECT # :</p> <p>DATE :</p> <p>CHECKED BY : LM</p> <p>REVISION:</p>	<p>WEBB COUNTY JAIL KITCHEN</p> <p>1000 SAN AGUSTIN AVE 78040</p> <p>TEXAS</p>	<p>FS1.03</p> <p>LAREDO</p>
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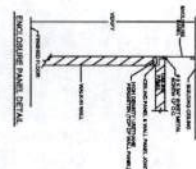
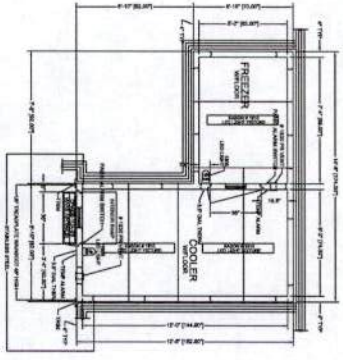
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Thermo-Kool
 1601 W. 10th St.
 Lubbock, TX 79401
 806-798-3333
 FAX 806-798-3334
 WWW.THERMO-KOOL.COM

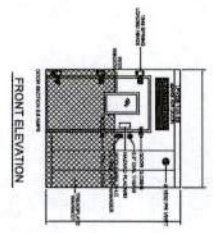
APPROVED FOR SUBMITTAL
 DATE: 12/21/2021
 BY: [Signature]

NOT APPROVED
QUOTATION SUBMITTAL

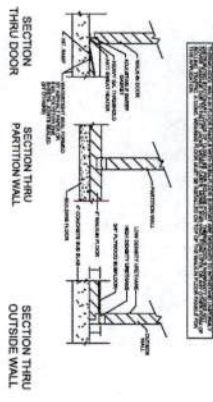
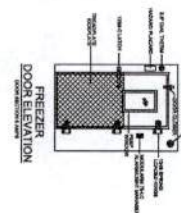
PLEASE REFER TO THE SPECIFICATIONS FOR THE FOLLOWING ITEMS:
 1. REFRIGERATION SYSTEM
 2. COOLING SYSTEM
 3. FREEZER SYSTEM
 4. DOOR SYSTEM



VERIFY !!!
 VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE CONSTRUCTION.



NOTES:
 1. REFER TO THE SPECIFICATIONS FOR THE FOLLOWING ITEMS:
 2. REFRIGERATION SYSTEM
 3. COOLING SYSTEM
 4. FREEZER SYSTEM
 5. DOOR SYSTEM



ITEM # 102

NOTE: REFER TO THE SPECIFICATIONS FOR THE FOLLOWING ITEMS:
 1. REFRIGERATION SYSTEM
 2. COOLING SYSTEM
 3. FREEZER SYSTEM
 4. DOOR SYSTEM

REVISIONS:

NO.	DATE	DESCRIPTION
1	12/21/2021	ISSUED FOR QUOTATION

Thermo-Kool

FS1.04

COOLER/FREEZER PLAN
SCALE: 1/4" = 1'-0"



FS1.04

WEBB COUNTY JAIL KITCHEN
1000 SAN AGUSTIN AVE 78040

LAREDO

TEXAS

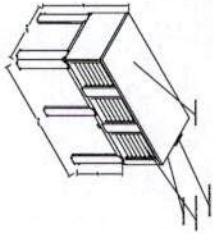
PROJECT # :
DATE:
CHECKED BY: LM

REVISION:

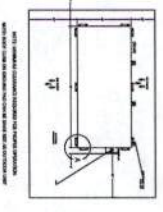
PROJECT NO. 21-001-CY-447 OUTDOOR AIR COOLED REFRIGERATION SYSTEM

ENGINEERING SUMMARY

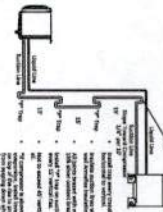
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		NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT	NO.	AMOUNT
1	CONDENSATION UNIT	1	1	1	1	1	1	1	1	1	1	1	
2	REFRIGERANT												
3	COMPRESSOR												
4	CONDENSER												
5	EVAPORATOR												
6	PIPEWORK												
7	CONTROL SYSTEM												
8	WATER PUMP												
9	WATER TANK												
10	WATER VALVE												
11	WATER PIPING												
12	WATER FILTER												
13	WATER TREATMENT												
14	WATER METER												
15	WATER STOP VALVE												
16	WATER PUMP ELECTRICAL												
17	WATER TANK ELECTRICAL												
18	WATER VALVE ELECTRICAL												
19	WATER PIPING ELECTRICAL												
20	WATER FILTER ELECTRICAL												
21	WATER TREATMENT ELECTRICAL												
22	WATER METER ELECTRICAL												
23	WATER STOP VALVE ELECTRICAL												



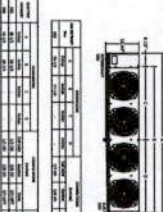
PLAN VIEW / CLEANING REQUIREMENTS



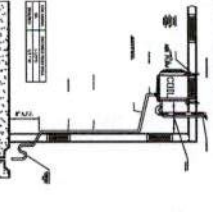
SECTION LINE VERTICAL AIR CENTRAL



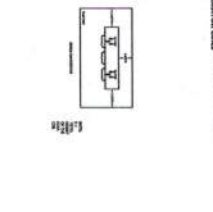
SUPPLEMENTAL DETAILS - MODEL 100



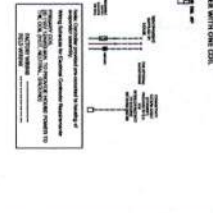
EVAPORATOR ASSEMBLY & CLEANING REQUIREMENTS



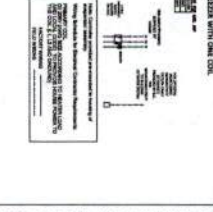
CONDENSATION UNIT ASSEMBLY & CLEANING REQUIREMENTS



WATER SYSTEM - CONDENSATE - MODEL 100



WATER SYSTEM - CONDENSATE - MODEL 100



NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	12/21/2021
2	ISSUED FOR CONSTRUCTION	12/21/2021
3	ISSUED FOR AS-BUILT	12/21/2021

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	12/21/2021
2	ISSUED FOR CONSTRUCTION	12/21/2021
3	ISSUED FOR AS-BUILT	12/21/2021

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3	ISSUED FOR AS-BUILT	12/21/2021

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3	ISSUED FOR AS-BUILT	12/21/2021

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	12/21/2021
2	ISSUED FOR CONSTRUCTION	12/21/2021
3	ISSUED FOR AS-BUILT	12/21/2021

REFRIGERATION SYSTEM PLAN

SCALE: 1/4" = 1'-0"



12.21.2021

FS1.05

WEBB COUNTY JAIL KITCHEN
1000 SAN AGUSTIN AVE 78040

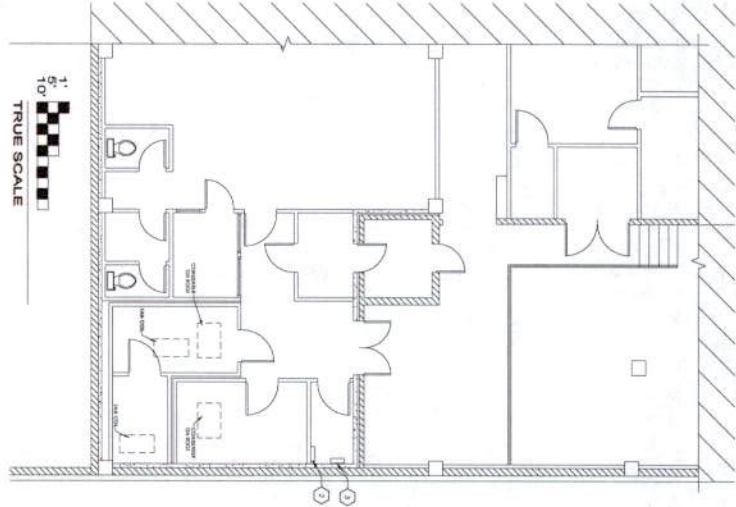
LAREDO

TEXAS

PROJECT #:
DATE:
CHECKED BY: UM
REVISION:

GENERAL DEMOLITION NOTES (TO ALL SHEETS)

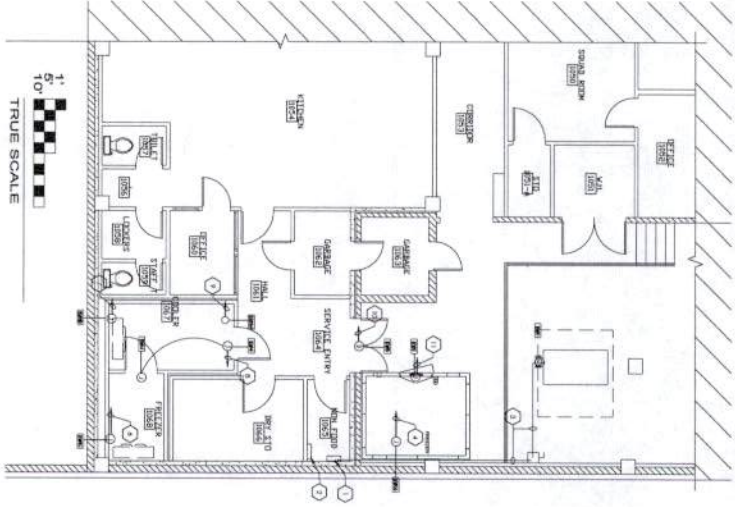
1. REFER TO ALL GENERAL NOTES FOR OTHER DEMOLITION NOTES, OR AS INDICATED BY THE DEMOLITION SYMBOLS IN THE GENERAL NOTES.
2. DEMOLITION SHALL BE ACCORDING TO THE DEMOLITION SCHEDULE AND DEMOLITION PLAN.
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A JAIL KITCHEN ELECTRICAL DEMOLITION PLAN
SCALE: 3/16" = 1'-0"
N
NORTH

KEYED NOTES: POWER

1. DEMOLITION SHALL BE ACCORDING TO THE DEMOLITION SCHEDULE AND DEMOLITION PLAN.
2. DEMOLITION SHALL BE ACCORDING TO THE DEMOLITION SCHEDULE AND DEMOLITION PLAN.
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B JAIL KITCHEN ELECTRICAL EQUIPMENT PLAN
SCALE: 3/16" = 1'-0"
N
NORTH

DISCONNECT SCHEDULE

LINE	DESCRIPTION	LOCATION	TYPE
1	DISCONNECT	KITCHEN	TYPE 1
2	DISCONNECT	STORAGE ROOM	TYPE 1
3	DISCONNECT	UTILITY	TYPE 1
4	DISCONNECT	STORAGE ROOM	TYPE 1
5	DISCONNECT	UTILITY	TYPE 1

- GENERAL NOTES: POWER**
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LAREDO

WEBB COUNTY JAIL KITCHEN
1000 SAN AGUSTIN AVE 78040

TEXAS

PROJECT # :
DATE :
CHECKED BY :
REVISIONS :

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**GENERAL CONDITIONS
FOR WEBB COUNTY CONSTRUCTION CONTRACTS**

ARTICLE I. GENERAL PROVISIONS

1.1 CONTRACT DEFINITIONS

Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below shall have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1.1. "ALTERNATE" means a variation in the Work in which WEBB COUNTY requires a price separate from the Base Bid. If an Alternate is accepted by WEBB COUNTY, the variation shall become a part of the Contract through award of the Contract and the Base Bid shall be adjusted to include the amount quoted as stated in the Notice of Award to Contractor. If an Alternate is accepted by WEBB COUNTY, and later deleted, WEBB COUNTY shall be entitled to a credit in the full value of the Alternate as priced in Contractor's Bid Proposal.
- 1.1.2. "AMENDMENT" is a written modification of the Contract prepared by WEBB COUNTY or Design Consultant and signed by WEBB COUNTY and Contractor, (and approved by the WEBB COUNTY COMMISSIONERS COURT, if required) which authorizes an addition, deletion or revision in the Work (specifically the services) or an adjustment in the Contract Sum or the Contract Times and is issued on or after the Effective Date of the Contract.
- 1.1.3. "BASE BID" is the price quoted for the Work before Alternates are considered.
- 1.1.4. "CHANGE ORDER" refer to Article VII herein for definition.
- 1.1.5. "WEBB COUNTY" is defined in Article II herein.
- 1.1.6. "WEBB COUNTY COMMISSIONERS COURT" means the duly elected members of the WEBB COUNTY COMMISSIONERS COURT of WEBB COUNTY, Texas.
- 1.1.7. "CONSTRUCTION OBSERVER/INSPECTOR (hereafter referred to as "COI") is the authorized representative of WEBB COUNTY to observe and inspect any or all parts of the Project and the materials to be used therein. Also referred to herein as Resident Inspector.
- 1.1.8. "CONTRACT" means the Contract Documents which represent the entire and integrated agreement between WEBB COUNTY and Contractor and supersede all prior negotiations, representations or agreements, either written or oral. The

terms and conditions of the Contract Documents may be changed only in writing by a Field Work Directive, Change Order or Amendment. The Contract Documents shall not be construed to create a contractual relationship of any kind between:

- 1.1.8.1. Design Consultant and Contractor;
 - 1.1.8.2. WEBB COUNTY and a Subcontractor or Sub-Subcontractor; or
 - 1.1.8.3. any persons or entities other than WEBB COUNTY and Contractor.
- 1.1.9. “CONTRACT DOCUMENTS” means the Construction Contract between WEBB COUNTY and Contractor, which consists of, but is not limited to, the following: the solicitation documents, the Notice of Award, an enabling WEBB COUNTY Ordinance and all other contract-related documents, which include:
- 1.1.9.1. General Conditions;
 - 1.1.9.2. Vertical and/or Horizontal specific General Conditions and Special Conditions included by Special Provisions or addenda;
 - 1.1.9.3. Drawings;
 - 1.1.9.4. Specifications;
 - 1.1.9.5. addenda issued prior to the close of the solicitation period;
 - 1.1.9.6. other documents listed in the Contract, including Field Work Directives, Change Orders and/or Amendments; and
 - 1.1.9.7. a written order for a minor change in the Work issued by Design Consultant and/or WEBB COUNTY, as described in Article VII herein.
- The geotechnical and subsurface reports, which WEBB COUNTY may have provided to Contractor, specifically are excluded from the Contract Documents.
- 1.1.10. “CONTRACT TIME” means, unless otherwise provided, the period of time, including any authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. When the plural (“Contract Times”) is used, it refers to milestones designated in the Work Progress Schedule.
- 1.1.11. “CONTRACTOR” means the entity entering into a Contract with WEBB COUNTY to complete the Work. Contractor, as used herein, includes

Construction Manager at Risk or other applicable entities performing work under a Contract with WEBB COUNTY.

- 1.1.12. "DAY" as used in the Contract Documents shall mean Calendar Day, unless otherwise specifically defined. A Calendar Day is a day of 24 hours, measured from midnight to the next midnight, unless otherwise specifically stipulated. For Projects not affecting WEBB COUNTY traffic, a determination made solely by WEBB COUNTY on a project-by-project basis, a Working Day is measured from sunrise to sundown Monday through Friday, except legal holidays, or the hours during which Contractor has been authorized and/or directed to work by WEBB COUNTY. For Projects affecting WEBB COUNTY traffic, a determination made solely by WEBB COUNTY on a project-by-project basis, a working day shall mean sunrise to sundown Monday through Saturday, except legal holidays, or hours during which Contractor has been authorized and/or directed to work by WEBB COUNTY.
- 1.1.13. "DEPARTMENT" means the Webb County Engineering Department
- 1.1.14. "DESIGN CONSULTANT" means, unless the context clearly indicates otherwise, an Engineer, Architect or other Design Consultant in private practice, licensed to do work in Texas and retained for a specific project under a contractual agreement with WEBB COUNTY. In the event there is no private Engineer, Architect or other Design Consultant then the DEPARTMENT ENGINEER is the DESIGN CONSULTANT.
- 1.1.15. "DRAWINGS" (also referred to herein as "Plans") are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of Work, generally including elevations, sections, details, schedules and diagrams.
- 1.1.16. "FIELD WORK DIRECTIVES" OR "FORCE ACCOUNT" is a written order signed by WEBB COUNTY directing a change in the Work prior to agreement and adjustment, if any, in the Contract Sum and/or Contract, as further defined in Section 7.3 herein.
- 1.1.17. "HAZARDOUS SUBSTANCE" is defined to include the following:
- 1.1.17.1. any asbestos or any material which contains any hydrated mineral silicate, including chrysolite, amosite, crocidolite, tremolite, anthophyllite or actinolite, whether friable or non-friable;
 - 1.1.17.2. any polychlorinated biphenyls ("PCBs"), or PCB-containing materials, or fluids;
 - 1.1.17.3. radon;

- 1.1.17.4. any other hazardous, radioactive, toxic or noxious substance, material, pollutant, or solid, liquid or gaseous waste; any pollutant or contaminant (including but not limited to petroleum, petroleum hydrocarbons, petroleum products, crude oil or any fractions thereof, any oil or gas exploration or production waste, any natural gas, synthetic gas or any mixture thereof, lead, or other toxic metals) which in its condition, concentration or area of release could have a significant effect on human health, the environment, or natural resources;
- 1.1.17.5. any substance, whether by its nature or its use, is subject to regulation or requires environmental investigation, monitoring, or remediation under any federal, state, or local environmental laws, rules, or regulations;
- 1.1.17.6. any underground storage tanks, as defined in 42 U.S.C. Section 6991(1)(A)(I) (including those defined by Section 9001(1) of the 1984 Hazardous and Solid Waste Amendments to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.;
- 1.1.17.7. the Texas Water Code Annotated Section 26.344; and Title 30 of the Texas Administrative Code Sections 334.3 and 334.4), whether empty, filled or partially filled with any substance; and
- 1.1.17.8. any other hazardous material, hazardous waste, hazardous substance, solid waste, and toxic substance as those or similar terms are defined under any federal, state, or local environmental laws, rules, or regulations.
- 1.1.18. "Liquidated Damages" reflect the daily monetary compensation, as designated in the Project's solicitation and contract documents, to be paid to WEBB COUNTY by Contractor for losses/damages incurred by WEBB COUNTY as a result of Contractor's failure to achieve the contractual dates for Substantial Completion and/or Final Completion of the Project.
- 1.1.19. "NOTICE TO PROCEED (HEREIN ALSO REFERRED TO AS "WORK PROJECT AUTHORIZATION" OR "NTP")" is a written notice given by WEBB COUNTY to Contractor establishing the date on which the Contract Time shall commence to run and the date on which Contractor may begin performance of its contractual obligations.
- 1.1.20. "OWNER" is defined in Article II herein.
- 1.1.21. "OWNER'S DESIGNATED REPRESENTATIVE (ODR)" means the person(s) designated by WEBB COUNTY to act for WEBB COUNTY.

- 1.1.22. "Party" shall refer to WEBB COUNTY or Contractor individually herein.
- 1.1.23. "Parties" shall refer to WEBB COUNTY and Contractor collectively herein.
- 1.1.24. "PROJECT" means the total design and construction of Work performed under the Contract Documents and may be the whole or a part of the Project and which may include construction by WEBB COUNTY or by separate contractors. All references in these General Conditions to or concerning the Work or the Site of the Work shall use the term "Project," notwithstanding the Work referenced only may be a part of the Project.
- 1.1.25. "PROJECT MANAGEMENT TEAM" is composed of WEBB COUNTY, its representatives, Design Consultant and Program Manager (if any) for this Work.
- 1.1.26. "SITE" means the land(s) or area(s) (as indicated in the Contract Documents) furnished by WEBB COUNTY, upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by WEBB COUNTY which are designated for the use of Contractor.
- 1.1.27. "SPECIAL CONDITIONS" are terms and conditions to a contractual agreement which supplement and are superior to these General Conditions and grant greater authority or impose greater restrictions upon Contractor, beyond those granted or imposed in these General Conditions. WEBB COUNTY's Horizontal Special Conditions are attached hereto, made a part of these General Conditions and shall be used as applicable.
- 1.1.28. "SPECIFICATIONS" are those elements of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, workmanship for the Work, performance of related services and other technical requirements.
- 1.1.29. "SUBSTANTIAL COMPLETION" is the date certified by WEBB COUNTY and Design Consultant, in accordance with Section 9.8 herein, when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so as to be operational and fit for the intended use by WEBB COUNTY.
- 1.1.30. "TEMPORARY BENCH MARKS (TBM)" are temporary affixed marks which establish the exact elevation of a place; TBMs are used by surveyors in measuring site elevations or as a starting point for surveys.
- 1.1.31. "THE 3D MODEL" is the Building Information Model prepared by Design Consultant in the format designated, approved and acceptable to WEBB COUNTY with databases of materials, products and systems available for use

by Contractor to prepare schedules for cost estimating, product and materials placement schedules and evaluations of crash incidences. The 3D Model, if available, may be used as a tool, however all information taken from the Model is the responsibility of Contractor and not WEBB COUNTY or Design Consultant.

1.1.32. "WORK" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by Contractor, or any Subcontractors, Sub-Subcontractors, material suppliers or any other entities for which Contractor is responsible, to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.33. OTHER DEFINITIONS. As used in the Contract Documents, the following additional terms have the following meanings:

1.1.33.1. "provide" means to furnish, install, fabricate, deliver and erect, including all services, materials, appurtenances and all other expenses necessary to complete in place and ready for operation or use;

1.1.33.2. "shall" means the mandatory action of the Party of which reference is being made;

1.1.33.3. "as required" means as prescribed in the Contract Documents; and

1.1.33.4. "as necessary" means all action essential or needed to complete the work in accordance with the Contract Documents and applicable laws, ordinances, construction codes and regulations.

1.2 PRELIMINARY MATTERS

1.1.34. Upon the WEBB COUNTY Commissioners Court's award of the project, a Notice of Award Letter shall be sent to Contractor by WEBB COUNTY, notifying Contractor of the award of a contract. In its Notice of Award Letter, Contractor shall be informed of a date certain by which Contractor's bond(s) and evidence of insurance shall be delivered to WEBB COUNTY.

1.1.35. DELIVERY OF CONTRACT AND BONDS. Not later than the Pre-Construction meeting and prior to the commencement of any Work on the Project, Contractor shall deliver a fully executed Contract to WEBB COUNTY, along with such bonds as Contractor may be required to furnish, including, but not limited to, a required payment bond in the form and amount specified in the Contract Documents and these General Conditions and a required performance bond in the form and amount specified in the Contract Documents and these

General Conditions.

- 1.1.36. DELIVERY OF EVIDENCE OF INSURANCE. Not later than the Pre-Construction meeting, and prior to the commencement of any Work under this Contract, Contractor shall deliver evidence of insurance to WEBB COUNTY. Contractor shall furnish an original completed Certificate of Insurance and a copy of all insurance policies, together with all required endorsements thereto, required by the Contract Documents to WEBB COUNTY, or its delegated department, clearly labeled with the name of the Project and which shall contain all information required by the Contract Documents. Contractor shall be prohibited from commencing the Work and WEBB COUNTY shall have no duty to pay or perform under this Contract until such evidence of insurance is delivered to WEBB COUNTY. No officer or employee, other than WEBB COUNTY's Commissioners Court, shall have authority to waive this requirement.
- 1.1.37. NOTICE TO PROCEED AND COMMENCEMENT OF CONTRACT TIMES. Unless otherwise stated on the Notice to Proceed, the Contract Time shall commence to run on the date stated on the Notice to Proceed. No Work shall commence any earlier than the date stated on Notice to Proceed and no Work shall be performed by Contractor or any Subcontractor prior to issuance of the Notice to Proceed. Any work commenced prior to Contractor receiving a Notice to Proceed is performed at Contractor's risk.
- 1.1.38. SUBMISSION OF PROJECT SCHEDULE(S). Prior to commencement of Work (unless otherwise specified elsewhere in the Contract Documents), Contractor shall submit to the Webb County Engineer and Design Consultant or their designee the Project schedule(s), as defined in Section 3.10 herein, a minimum of five (5) days prior to the Pre-Construction Conference.
- 1.1.39. PRE-CONSTRUCTION CONFERENCE. Before Contractor commences any Work on the Project, a Pre-Construction Conference attended by Contractor, Design Consultant, OWNER'S DESIGNATED REPRESENTATIVE(s) and others, as appropriate, shall be held to establish a working understanding among the Parties as to the Work and discuss, at minimum: the Project Schedule(s) referenced in this Article 1; the procedures for handling Shop Drawings and other submittals; the processing of Applications for Payment; and Contractor maintaining required records. The Notice to Proceed may be issued at the Pre-Construction Conference or issued by WEBB COUNTY at any time at WEBB COUNTY's discretion. Said issuance of the Notice to Proceed shall not be unreasonably withheld by WEBB COUNTY.
- 1.1.40. Payments for services, goods, work, equipment and materials are contingent upon and subject to the availability and appropriation of funds. In the event funds are not available, appropriated or encumbered to fund a Project, then, at WEBB COUNTY's discretion, this Contract may be terminated immediately

with no additional liability to WEBB COUNTY.

1.3 CONTRACT DOCUMENTS

- 1.1.41. EXECUTION OF CONTRACT DOCUMENTS. Execution of the Contract by Contractor is a representation Contractor has been provided unrestricted access to the existing improvements and conditions on the Project Site, Contractor thoroughly has investigated the visible conditions at the Site and the general local conditions affecting the Work and Contractor's investigation was instrumental in preparing its bid or proposal submitted to WEBB COUNTY to perform the Work. Contractor shall not make or be entitled to any claim for any adjustment to the Contract Time or the Contract Sum arising from conditions which Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.
- 1.1.42. OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE. The Drawings, Specifications and other documents, including those in electronic form, prepared by Design Consultant, its Consultants or other Consultants retained by WEBB COUNTY for the Project, which describe the Work to be executed by Contractor (collectively referred to as the "Construction Documents") are and shall remain the property of WEBB COUNTY, whether the Project for which they are made is executed or not. Contractor shall be permitted to retain one record set. Neither Contractor nor any Subcontractor, sub-Subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by Design Consultant or Design Consultant's Consultants. All copies of Construction Documents, except Contractor's record set, shall be returned or suitably accounted for to Design Consultant on request and upon completion of the Work. The Drawings, Specifications and other documents prepared by Design Consultant and Design Consultant's Consultants, along with copies thereof furnished to Contractor, are for use solely with respect to this Project. The drawings, Specifications or other documents are not to be used by Contractor or any Subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of WEBB COUNTY. Any such use without written authorization shall be at the sole risk and liability of Contractor. Contractor, Subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Design Consultant and the Design Consultant's Consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by Design Consultant and Design Consultant's Consultants. Submittal or distribution to meet official regulatory requirements or for other purposes, in connection with this Project, is not to be construed as publication.

- 1.1.42.1. All of Contractor's non-proprietary, documentary Work product, including reports and correspondence to WEBB COUNTY, prepared pursuant to this Contract, shall be the property of WEBB COUNTY and, upon completion of this Contract and upon written request by WEBB COUNTY, promptly shall be delivered to WEBB COUNTY in a reasonably organized form, without restriction on its future use by WEBB COUNTY. For the avoidance of doubt, documentary Work product does not include privileged communications, proprietary information and documents used to prepare Contractor's Bid Proposal.
- 1.1.42.2. Contractor may retain for its files any copies of documents it chooses to retain and may use its Work product as it deems fit. Any materially- significant Work product lost or destroyed by Contractor shall be replaced or reproduced at Contractor's non-reimbursable sole cost. In addition, WEBB COUNTY shall have access during normal business hours, during the duration this Contract is in effect and for four (4) years after the final completion of the Work, unless there is an ongoing dispute under the Contract, then such access period shall extend longer until final resolution of the dispute, to all of Contractor's records and documents covering reimbursable expenses, actual base hourly rates, time cards and annual salary escalation records maintained in connection with this Contract for purposes of auditing same at the sole cost of WEBB COUNTY. The purpose of any such audit shall be for the verification of such costs. Contractor shall not be required to keep records of, or provide access to, the makeup of any negotiated and agreed-to lump sums, unit prices or fixed overhead and profit multipliers. Nothing herein shall deny Contractor the right to retain duplicates. Refusal by Contractor to comply with the provisions hereof shall entitle WEBB COUNTY to withhold any payment(s) to Contractor until compliance is obtained.
- 1.1.42.3. All of Contractor's documentary Work product shall be maintained within Contractor's offices, unless otherwise authorized by WEBB COUNTY. After expiration of this Contract, Contractor's documents may be archived in the Contractor's central record storage facility but shall remain accessible to WEBB COUNTY for the four (4) year period cited in Section 1.3.22 herein.
- 1.1.43. CORRELATION AND INTENT. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by Contractor shall be required only to the extent consistent with the Contract Documents and which reasonably is inferable from the Contract Documents as deemed necessary to produce the indicated results. In cases of discrepancy between any drawing and the dimension figures written thereon:

The dimension figures shall govern over scaled dimensions;

Detailed Drawings and accompanying notations shall govern over general Drawings;

Specifications shall govern over Drawings, subject to Section 1.3.3.6 herein;

Supplemental Conditions shall govern over General Conditions;

Special Conditions shall govern over Specifications, Drawings and General/Supplemental Conditions; and

Negotiated Special Conditions shall govern over Special Conditions.

The most recent revision of Plans shall control over older revisions.

1.1.43.1. Organization of the Specifications into divisions, sections, articles, and the arrangement of Drawings shall not control Contractor in dividing the Work among Subcontractors or establishing the extent of Work to be performed by any trade.

1.1.43.2. Unless otherwise stated in the Contract Documents, words having well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Where the phrases "directed by", "ordered by" or "to the satisfaction of" WEBB COUNTY, Design Consultant or WEBB COUNTY's Resident Inspector or other specified designation occur, it is understood the directions, orders or instructions to which they relate are those within the scope of and authorized by the Contract Documents.

1.1.43.3. Reference to manufacturer's instructions, standard specifications, manuals or codes of any technical society, organization or association, laws or regulations of any governmental authority, or to any other documents, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Contractor's Bid Proposal, except as otherwise may be specifically stated or where a particular issue is indicated. Municipal and utility standards shall govern except in case of conflict with the Specifications. In case of a conflict between the Specifications and the referenced standard, the more stringent shall govern.

1.1.43.4. The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows, with the highest authority listed herein as "1" and

in descending order:

1. Modifications to the Project Contract signed by Contractor, WEBB COUNTY and Design Consultant;
2. Addenda, with those of later date(s) having precedence over those with earlier date(s);
3. Special Conditions;
4. Supplemental Conditions;
5. General Conditions;
6. Special Provisions (Horizontal Projects);
7. Specifications;
8. Drawings;

1.1.43.5. Should the Drawings and Specifications be inconsistent, contract pricing shall be based on the better quality and greater quantity of work indicated. In the event of the above-mentioned inconsistency, WEBB COUNTY shall determine the resolution of the inconsistency.

1.1.43.6. In the Drawings and Specifications, where certain products, manufacturer's trade names or catalog numbers are given, such information is given for the sole and express purpose of establishing a standard of function, dimension, appearance and quality of design in harmony with the Work and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such a substitution has been specifically accepted for use on this Project by WEBB COUNTY and Design Consultant.

1.1.43.7. When the work is governed by reference to standards, building codes, manufacturer's instructions or other documents, unless otherwise specified, the edition currently in place as of the date of the submission of the bid shall apply.

1.1.43.8. Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

1.1.43.9. Special Provisions, if any, shall be issued by WEBB COUNTY

directly to Contractor, shall become part of the Project Specifications and shall modify WEBB COUNTY's Standard Specifications.

- 1.1.44. CONFLICT RESOLUTION BETWEEN DOCUMENTS. Contractor and Consultant hereby agree and acknowledge if anything contained in Consultant's prepared Scope/Project Specifications or anything contained in any other document prepared by or on behalf of Consultant and included with the Project documents is in conflict with the Project solicitation documents and/or with these General Conditions for WEBB COUNTY Construction Contracts, the Project solicitation documents and these General Conditions for WEBB COUNTY Construction Contracts shall take precedence and control to resolve said conflict(s).
- 1.1.45. INTERPRETATION. In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

ARTICLE II. WEBB COUNTY

2.1. GENERAL

2.1.1. WEBB COUNTY, Texas, a political subdivision of the State of Texas with its principal office located at 1000 Houston St., Laredo, Texas and identified as "WEBB COUNTY" or as "Owner" in the Contract and these General Conditions, is referred to throughout the Contract Documents as if singular in number. WEBB COUNTY shall designate in writing to Contractor a representative (hereafter referred to as "OWNER'S DESIGNATED REPRESENTATIVE" or "ODR") who shall have express authority to bind WEBB COUNTY, subject to OWNER's Commissioners Court approval of any change in the work that affects the Contract time or Contract Sum, with respect to all matters concerning this Contract requiring WEBB COUNTY's approval or authorization. Whenever the term "WEBB COUNTY" or "WEBB COUNTY" is found in this Contract or the Contract Documents, such term shall include WEBB COUNTY's agents, elected officials, employees, officers, directors, volunteers, representatives, successors and assigns.

2.1.2. Contractor acknowledges no lien rights exist, with respect to public property.

2.2. INFORMATION AND SERVICES TO BE PROVIDED BY WEBB COUNTY

2.2.1. WEBB COUNTY shall provide and maintain the Preliminary Budget and general schedule, if any, for the Project. The Preliminary Budget shall include the anticipated construction cost, contingencies for changes in the Work during construction and

other costs that are the responsibility of WEBB COUNTY. The general schedule shall set forth WEBB COUNTY's plan for milestone dates and Substantial Completion and Final Completion of the Project.

- 2.2.2. WEBB COUNTY, if applicable, shall furnish surveys, if in existence and in WEBB COUNTY's possession, describing physical characteristics, legal limitations and utility locations. The furnishing of these surveys and reports shall not relieve Contractor of any of its duties under the Contract Documents or these General Conditions. Information or services required of WEBB COUNTY by the Contract Documents shall be furnished by WEBB COUNTY with reasonable promptness following actual receipt of a written request from Contractor. It is incumbent upon Contractor to identify, establish and maintain a current schedule of latest dates for submittal and approval by WEBB COUNTY, as required in **Section 3.10** herein, including when such information or services must be delivered. If WEBB COUNTY delivers the information or services to Contractor as scheduled and Contractor is not prepared to accept or act on such information or services, then Contractor shall reimburse WEBB COUNTY for all extra costs incurred by holding, storage, retention or performance, including redeliveries by WEBB COUNTY in order to comply with the current schedule.
- 2.2.3. Unless otherwise provided in the Contract Documents, Contractor shall be furnished, free of charge, up to three complete sets of the Plans and Specifications by Design Consultant. Additional complete sets of Plans and Specifications, if requested by Contractor, shall be furnished at reproduction cost to Contractor.
- 2.2.4. WEBB COUNTY's personnel may, but are not required to, be present at the construction site during progress of the Work, along with Design Consultant in the performance of its duties, to verify Contractor's record of the number of workers employed on the Work site, the workers' occupational classification, the time each worker is engaged in the Work and the equipment used by the workers in the performance of the Work, for purpose of verification of Contractor's Applications for Payment and payroll records.
- 2.2.5. WEBB COUNTY shall reimburse Contractor for the necessary Project-related approvals, fees and required permits with no markup paid to Contractor for these necessary Project-related approvals, fees and required permits costs, unless said costs are stipulated in the Contract Documents as a part of Contractor's cost of Work.
- 2.2.6. **WEBB COUNTY'S RIGHT TO STOP THE WORK.** If Contractor fails to correct Work deemed by WEBB COUNTY not in accordance with the requirements of the Contract Documents, as required by **Section 12.3** herein, fails to carry out Work in accordance with the Contract Documents or fails to submit its preliminary schedule(s), bond(s), insurance certificate(s) or any other required submittals, WEBB COUNTY may issue a written order to Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of

WEBB COUNTY to stop the Work shall not give rise to any duty on the part of WEBB COUNTY to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction of WEBB COUNTY's rights pursuant to **Section 12.3** herein. WEBB COUNTY's issuance of an order to Contractor to stop the Work shall not give rise to any claim by Contractor for additional time, cost or general conditions costs.

- 2.2.7. WEBB COUNTY'S RIGHT TO CARRY OUT THE WORK. If Contractor defaults, neglects or fails to carry out the Work in accordance with the Contract Documents and fails, within a three (3) work-day period after receipt of written notice from WEBB COUNTY, to commence and continue correction of such default, neglect or failure with diligence and promptness, WEBB COUNTY may, without prejudice to other remedies WEBB COUNTY may have, correct such deficiencies, neglect or failure. In such case, an appropriate Change Order may be issued deducting from payments then or thereafter due Contractor reflecting the reasonable cost of correcting such deficiencies, neglect or failure of Contractor, including all of WEBB COUNTY's incurred expenses and compensation for Design Consultant's additional services made necessary by such default, neglect or failure of Contractor. If payments then or thereafter due Contractor are not sufficient to cover such amounts for the Work performed, Contractor shall pay the difference to WEBB COUNTY.

ARTICLE III. CONTRACTOR

3.1. GENERAL

- 3.1.1. Contractor is the person or entity identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- 3.1.2. Contractor shall perform the Work in a good and workmanlike manner, except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship.
- 3.1.3. Contractor shall not be relieved of its obligations, responsibilities or duties to perform the Work in accordance with the Contract Documents, either by any activities or duties of Design Consultant in Design Consultant's administration of the Contract or by tests, inspections or approvals required or performed by WEBB COUNTY or any person other than the Contractor.

3.2. REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

- 3.2.1. Since the Contract Documents are complementary, before starting each portion of the Work, Contractor carefully shall:
1. study and compare the various Drawings and other Contract

Documents relative to that portion of the Work and the information furnished by WEBB COUNTY ;

2. take field measurements of any existing conditions related to that portion of the Work; and
3. observe any conditions at the Site affecting the Work.

Any error, inconsistencies or omissions discovered by Contractor shall be promptly reported to WEBB COUNTY via a Request for Information (“RFI”) in such form as WEBB COUNTY may require.

3.2.1.1. The exactness of existing grades, elevations, dimensions or locations given on any Drawings issued by Design Consultant, or the work installed by other contractors, is not guaranteed by WEBB COUNTY. Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions and locations.

3.2.1.2. In all cases of interconnection of its Work with existing conditions or with work performed by others, Contractor shall verify at the site all dimensions relating to such existing or other work. Any errors due to Contractor’s failure to so verify all such grades, elevations, dimensions or locations promptly shall be rectified by Contractor without any additional cost to WEBB COUNTY.

322. As between WEBB COUNTY and Contractor, and subject to the provisions of **Section 3.2.4** below, Contractor has no responsibility for the timely delivery, completeness, accuracy and/or sufficiency of the Specifications or Drawings (or any errors, omissions, or ambiguities therein), and is not responsible for any failure of the design of the facilities or structures as reflected thereon to be suitable, sound or safe. Contractor shall be deemed to have satisfied itself as to the design contained in and reflected by the Specifications and the Drawings. In particular, but without prejudice to the generality of the foregoing, Contractor shall review the Contract Documents to establish:

3.2.2.1. the information is sufficiently complete to perform the Work; and

3.2.2.2. there are no obvious or patent ambiguities, inaccuracies or inconsistencies within or between the documents forming the Contract; and

3.2.2.3. Contractor shall work with the aforementioned Contract Documents so as to perform the Work and of each and every part thereof to ensure the Work and each and every part thereof shall, jointly and severally, be in accordance with the requirements of