



Request for Proposals (“RFP”)
Brenham Municipal Airport Terminal
Building HVAC Replacement

RFP NO. 24-004

EVENT	DATE
1 st Publication Date	Thursday, April 4, 2024
2 nd Publication Date	Thursday, April 11, 2024
Pre-Bid Meeting (Optional) (2:00 p.m.)	Tuesday, April 16, 2024
RFP Question Deadline (5:00 p.m.)	Thursday, April 18, 2024
Proposal Submission Deadline (10:00 a.m.)	Wednesday, April 24, 2024
City Council Consideration/Award	May 2024

INTENT

The City of Brenham (hereinafter referred to as “City”) is requesting proposals from qualified and capable HVAC vendor(s) to demolish and remove existing system and completely replace the existing system serving the restaurant located at the Brenham Municipal Airport Terminal Building. Any proposed respondent must have proper licensing at the time of submission of the response to this RFP.

All proposals must be submitted on the form provided by the City, and further must be properly executed in the space(s) provided.

***Non-mandatory** Pre-bid meeting/ facility visit is scheduled to discuss the City's requirements under this RFP. While attendance is at the discretion of the Proposer, Proposers who do not attend will be deemed to have attended and to have received the information provided at that time. **April 16, 2024 at 2:00 P.M., Brenham Municipal Airport, 3001 Aviation Way, Brenham, TX.**

RECEIPT AND OPENING OF PROPOSALS

Proposers shall submit **one (1) original and two (2) copies** of the Proposal on the form provided by the City. The original Proposal must be clearly marked “**Proposal for RFP No. 24-004**” and include an original signature, in ink, in order to be accepted. Proposals must be received in the City Secretary’s Office no later than **10:00 a.m. (CST) on Wednesday, April 24, 2024**. It is the Proposer’s sole responsibility to assure that the Proposal is delivered in a timely fashion. Proposals received after this time will be rejected and returned unopened. All bids will be opened and read aloud at the City of Brenham City Hall, 1st Floor Conference Room, 200 W. Vulcan Street, Brenham, Texas 77833. **Any proposal received after 10:00 a.m. on Wednesday, April 24, 2024 shall not be considered.**

To the extent allowed by applicable law, and subject to the ruling of any administrative agency or court having jurisdiction, the City intends that trade secrets and confidential information contained in the proposals and clearly identified as “Confidential” in **bolded font** will not be open for public inspection at any time, even after a contract has been awarded and executed, whether or not the proposer wins the contract.

Proposals should be prepared simply, providing straightforward, concise description of the Proposer’s approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposal should be on completeness, clarity of content and adherence to the presentation structure required by the RFP. Proposers are encouraged to suggest creative and economical means to provide the services requested in the RFP.

Proposals shall be delivered using one of the following methods:

Hand-deliver to:

200 W. Vulcan Street
Suite 203
Brenham, TX 77833

Mail to:

P.O. Box 1059
Brenham, TX 77834-1059
ATTN: City Secretary

Ship to (FedEx, UPS, DHL, etc.):

200 W. Vulcan Street
Brenham, TX 77833
ATTN: City Secretary

The city does accept electronic bids via download into a secure electronic depository. Bids submitted by e-mail will not be accepted. If a bidder would like to submit electronically, they must notify the city no later than 10:00 a.m. Tuesday, April 23, 2024

Notifications for electronic submissions must be sent to Kyle Branham, Purchasing and Public Works Project Manager, P. O. Box 1059 (200 W. Vulcan St.), Brenham, Texas 77834, or e-mailed to kbranham@cityofbrenham.org. All e-mails must indicate “RFP No. 24-004–Electronic Submission Request” in the subject line. It is the sender’s responsibility to verify receipt of email; read receipt is acceptable.

CHANGES, QUESTIONS, AND INQUIRIES

Any and all questions regarding this RFP must be submitted in writing and addressed to Kyle Branham, Purchasing and Public Works Project Manager, P. O. Box 1059 (200 W. Vulcan St), Brenham, Texas 77834, or e-mailed to kbranham@cityofbrenham.org. All e-mails must indicate "RFP No. 24-004" in the subject line. It is the sender's responsibility to verify receipt of email; read receipt is acceptable. The deadline for submittal of questions regarding this RFP is **5:00 p.m. (CST) on Thursday, April 18, 2024**.

No person has the authority to verbally alter the terms of this RFP. Any changes to this RFP will be made in the form of an Addendum which will be made available online at www.cityofbrenham.org. It shall be the responsibility of interested bidders to check the website for addenda up to the proposal submission deadline. The complete RFP and all addendums will be posted on the City's website.

GENERAL TERMS

This RFP does not commit the City of Brenham to award a contract. No other party, including any proposer, is intended to be granted any rights hereunder. Proposals which, in the sole discretion of the City of Brenham, do not meet minimum qualification requirements will not be reviewed. This RFP and the process it describes are proprietary to the City of Brenham and are for the sole and exclusive benefit of the City of Brenham. Any response to this RFP will become the property of the City of Brenham and subject to the Public Information Act of Texas. The City of Brenham is not liable for any costs associated with the development, preparation, transmittal or presentation of any proposal or material submitted in response to this RFP.

The City of Brenham reserves the right to award contracts on the basis of proposals submitted or to negotiate with selected proposer for modification of the selected proposals (which may include alternate concepts), at the City of Brenham's option. By submission of a proposal, the selected proposer agrees to be legally bound if the City of Brenham accepts the proposal.

The City of Brenham reserves the right to make an award without further discussion of the proposals. The selected Proposer will be expected to enter into an Agreement with the City. The Agreement shall incorporate the City's standard contract terms and conditions, attached hereto as "EXHIBIT A" to this RFP.

PROPOSAL BOND REQUIREMENTS

Proposal amounts in excess of \$100,000, shall be required to submit a Proposal Guaranty in the amount of five percent (5%) of the total bid amount payable to the City of Brenham, from a surety company authorized to do business in Texas as a guarantee that the Proposer will enter into a contract and provide required insurance within ten (10) business days after receiving a Notice of Intent to Award, and will provide to City all submittals required by this contract within ten (10) business days from Notice of Intent to Award, and will provide to the City executed Performance, Maintenance and Payment bonds within ten (10) business days after City Council Award of Contract.

The bond shall be on the forms provided, each in the amount of 100% of the contract price from a Surety Company holding a permit in the State of Texas and approved by the Federal Government, and must bear the impressed seal of the surety company and the name of the Proposer, and be signed by the Proposer and an authorized representative of the surety company. Powers of attorney must be attached to the Proposal Guaranty.

A proposal that has been fully completed and signed by the person authorized to represent the company submitting the proposal. The proposal must use the same form or a photocopy of the form provided in the RFP document. Acknowledgment of the receipt of any and all addenda must be provided on the proposal.

If the Proposer is a corporation or other legal entity subject to the Texas franchise tax, a copy of its "Franchise Tax Certificate of Account Status" showing all franchise taxes are current (this item may be submitted to the City within three (3) business days of the proposal opening for the proposal to be considered).

CONTRACT TERMS AND CONDITIONS

1. GENERAL TERMS AND CONDITIONS

General Terms and Conditions for Invitations for Bid from the City of Brenham may be found in Exhibit "A" of this document. Should any contradiction be found to exist between those terms and conditions and the body of this RFP, the RFP will prevail.

2. INDEMNITY

The Contractor agrees to indemnify and hold harmless the City of Brenham and its officers, agents, and employees from any and all claims, causes of action, and damages of every kind, for injury to or death of any person and damages to property arising out of or in connection with the work done by the Contractor, and including acts or omissions of the City of Brenham, its officers, agents or employees in connection with said Contract.

3. **H.B. 1295 COMPLIANCE**

The Awarded Vendor for the contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the awarded Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed and submitted to the contracting government entity

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

4. **CHAPTER 220 COMPLIANCE**

The Awarded Vendor for the contract shall comply with the requirements of Subtitle F, Title 10, Government Code Chapter 2270 and shall be required to provide conformation that the Vendor:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract the above-named Company, business or individual with the City of Brenham, Texas.
Pursuant to Section 2270.001, Texas Government Code:
 1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and
 2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly- owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

The City of Brenham, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the required confirmation within five (5) working days thereafter. Confirmation shall, by reference, be included as a part of the contract.

4. **INSURANCE**

The awarded contractor shall obtain insurance as specified in Attachment “A” of this RFP and shall maintain coverage in full effect through the duration of the contract. Certificates of Insurance shall be provided to the City within five (5) working days of formal notice of award by the City.

SCOPE

Original scope of work included demolition, replacement, and upgrade of existing HVAC within the entire Airport Terminal Building located at 3001 Aviation Way. Plans have been modified to reflect an updated scope of work limited to the diner portion of the Airport Terminal building which is approximately 1,400 square feet. All portions of the plans crossed out with black hatching are not included in the scope of work. Scope of work shall include the following:

- Contractor shall perform demolition and removal of existing system according to Swoboda MEP. (Attachment A)
- Contractor shall furnish all parts, labor, and workmanship necessary to replace existing system with the system designed by Swoboda MEP in the attached plan set. (Attachment A)
- Contractor shall be responsible for the coordination of sub-contractors required to complete the scope of work as detailed in attached plan set by Swoboda MEP. (Attachment A)
- Contractor shall furnish all parts, labor, and workmanship necessary to install new ventilation hood according to Swoboda Engineering. (Attachment B)
- Existing acoustical ceiling tile and ceiling grid is intended to be re-used. Temporary cooling or heating is not required.

***Non-mandatory** Pre-bid meeting/ facility visit is scheduled to discuss the City's requirements under this RFP. While attendance is at the discretion of the Proposer, Proposers who do not attend will be deemed to have attended and to have received the information provided at that time. **April 16, 2024 at 2:00 P.M., Brenham Municipal Airport, 3001 Aviation Way, Brenham, TX.**

PROPOSAL SUBMISSION AUTHORIZATION

- An authorized representative must sign bids, with the Proposer's address, telephone and email information provided. Unsigned proposals may not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- The CITY reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

The undersigned certifies that the information provided above is a true representation of its company's qualifications and agrees to comply with these assurances following award of the RFP and during the performance of the Lease Agreement, once executed.

Signature: _____

Printed Name: _____

Title: _____ Date: _____

NON-COLLUSION CERTIFICATE

STATE OF _____

COUNTY OF _____

The undersigned, being duly sworn, deposes and says that the person, firm, association, co-partnership or corporation herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a bid to the City of Brenham for consideration in the award of a contract on the improvement described as follows:

RFP NO. 24-004 – Brenham Municipal Airport HVAC Replacement

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____, 2024.

Notary Public

NOTARY SEAL:



Brenham Municipal Airport Terminal Building
HVAC Replacement

Bid Form

Bid No: 24-004
Bid Opening: 10:00 A.M. (CST), Wednesday, April 24, 2024

Submit to: Office of the City Secretary
Attention: Kyle Branham
City of Brenham
200 W. Vulcan St., Suite 203
Brenham, TX 77833

PO Box 1059
Brenham, Texas 77834-1059

Bid Documents: Sealed bids must be submitted on this form only. **Bidders are required to submit one (1) original and one (1) copy.** All bids submitted must be itemized with prices extended when practical. **Bidder must return the entire original bid document with bid or offer.**

Bid **MUST** be signed by an authorized representative of bidder. Original signature required.

Description located on MEP 1.0 plans	Section Price	Notes
Section 22.0 & 23.0; General Plumbing and Mechanical requirements	\$	
Section 22.1; Plumbing, plumbing fixtures, and trim	\$	
Section; General Demolition	\$	
Section 23.1; Cooling, Heating, and Ventilation of Diner HVAC	\$	
Section 26.0; General Electrical	\$	
Ventilation Hood Installation	\$	
PRICE	TOTAL	\$

*All bids submitted must be itemized with prices extended when practical.

Exceptions and/or Comments: (additional sheets may be added as needed):

Name of Bidder: _____
(Please print)

Authorized Signature: _____

Address: _____

Phone No: _____

Email: _____

<u>Acknowledgement of Addenda(s) (if any):</u>	
Addendum No. 1 _____	Addendum No. 3 _____
Addendum No. 2 _____	Addendum No. 4 _____

TERMS AND CONDITIONS FOR PROPOSALS

Definitions:

In order to simplify the language throughout this request for proposals, the following definitions shall apply:

CITY – OWNER - Same as City of Brenham.

CONTRACT - An agreement between the City and a Vendor to furnish goods or services over a designated period of time during which repeated purchases may be made of the goods or services specified.

VENDOR – The successful Proposer(s) of this proposal request.

Instructions:

The following instructions apply to all proposals and become a part of terms and conditions of any bid submitted to the City of Brenham Purchasing Department, unless otherwise specified elsewhere in this bid request.

Form:

Proposals must be submitted on this form only. **Proposers are required to submit one (1) original and one (1) copy.** All proposals submitted must be itemized with prices extended when practical. **PROPOSER MUST RETURN THE ENTIRE ORIGINAL BID DOCUMENT WITH BID OR PROPOSAL.**

Bid Return:

Bid must be sealed, and to ensure proper recognition upon its arrival, list the Bid Number, Bid Description and the Bid Opening Date on the outside of your envelope.

Late Proposal:

Proposals must be received by the Purchasing Department prior to the time indicated on this form. Late proposals will not be opened and will be returned to the proposer only upon written request.

Acceptance:

The City of Brenham reserves the right to accept or reject any or all proposals, to waive any informalities and technicalities, to accept the offer considered most advantageous **in order to obtain the best value for the City.** Causes for rejection of a bid may include but are not limited to the proposer's current violation of any City ordinance, the proposer's current inability to satisfactorily perform the work or service, or the proposer's previous failure to timely perform its obligation under a contract with the City.

Proposers may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes:

1. Failure to use the proposal form furnished by the Owner;
2. Lack of signature by an authorized representative on the proposal form;
3. Failure to properly complete the proposal;
4. Evidence of collusion among proposers;
5. Omission of uncertified personal or company check as a proposal guarantee (**if Bid Bond required**); or
6. Unauthorized alteration of bid form.

Owner reserves the right to waive any informality or irregularity.

All proposers are hereby notified that the City of Brenham shall consider all factors it believes to be relevant in selecting the offer that provides the best value for the City including, but not limited to the purchase price, the proximity of the proposer as it relates to proposer's ability to perform the contract for the City, the delivery date, the reputation of the proposer and the proposer's goods or services, the quality of the proposer's goods or services, the extent to which the goods or services meet the City's needs, the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized business and non-profit organizations employing persons with disabilities, the total long-term cost of the City to acquire the proposer's goods or services, the proposer's past performance under contracts with

Exhibit "A"

the City, the proposer's compliance with City ordinances, and any relevant criteria specifically listed in this request for bid.

The City is committed to obtaining its goods, products and services at the lowest price possible which benefits all citizens of Brenham. Therefore, in order to accomplish this objective/goal, it is not the intention of the City to exclude particular vendors or manufacturers nor to create restrictive situations in its request for bids and proposals. Any manufacturer's name, trade names, brand names, catalog numbers, technical data, etc. used in the specifications are there for the sole purpose of establishing and describing general performance, quality levels, type and dimensions and such references are not intended to be restrictive. Alternate proposals on similar or comparable products and/or services of any manufacturer or vendor equal to the products and/or services described in the specifications are invited and will be given careful consideration provided the alternate will accomplish the same task. The City shall be the sole judge on whether the alternate product and/or service is similar to, equal to and in compliance with that specified. The decision of the City shall be final.

Award of Contract:

The contract may be awarded to the proposer who provides goods or services at the best value for the City. The bid award may be based on, but not necessarily limited to, the following factors:

- a. the purchase price, including payment discount terms;
- b. the reputation of the proposer and of the proposer's goods or services;
- c. the quality of the proposer's goods or services;
- d. the extent to which the goods or services meet the City's needs;
- e. the proposer's past relationship with the City;
- f. the impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;

- g. the total long-term cost of the City to acquire the proposer's goods or services; and
- h. any relevant criteria specifically listed in this request for bid.

The City prefers to award the entire contract to a single proposer; although, the City reserves the right to award a primary contract and a secondary contract in an effort to secure a back-up contractor to be used in emergency situations in the event the primary contractor is unable to respond as needed.

Term of Contract:

This Contract shall become effective from date of acceptance and approval by the City of Brenham. It shall remain in force and effect with firm fixed bid prices for a period of one (1) year, beginning on the date of award of contract.

Extension of Contract:

Upon completion of the term of the original contract and mutual agreement of both parties, the contract may be extended for up to two (2) additional one (1) year terms (three (3) years total). The renewal will be under the same terms and conditions as the original contract. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

Assignment of Contract:

This contract cannot be transferred or assigned to another party without written consent of the City and may be subject to cancellation by the City if such consent is requested.

Contract Termination:

The City may terminate this Contract at any time upon thirty (30) calendar day's written notice. Upon the Vendor's receipt of such notice, the Vendor shall cease work immediately. The Vendor shall be compensated for the services satisfactorily performed prior to the termination date.

Exhibit "A"

If, through any cause, the Vendor fails to fulfill its obligations under this contract, or if the Vendor violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Vendor five (5) calendar days written notice. The Vendor will be compensated for the services satisfactorily performed before termination date. Termination of the contract for cause shall be deemed as sufficient evidence and cause to remove the Vendor's name from the proposer's list for receiving future proposals.

No term or provision of this Contract shall be construed to relieve the Vendor of liability to the City for damages sustained by the City because of any breach of contract by the Vendor. The City may withhold payments to the Vendor for the purpose of setoff until the exact amount of damages due the City from the Vendor is determined and paid.

Reimbursements:

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this Request for Proposals and the City will not reimburse responding firms for these expenses, nor will the City of Brenham pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Minority Owned Businesses:

Minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

Error-Quantity:

Proposals must be submitted on units of quantity specified. In the event of errors in extended process, the unit price shall govern. Any suggested quantity to secure better prices is welcomed. When discrepancies occur between words and figures, the words shall govern.

Quantities:

Quantities indicated in the Bid are estimated based upon the best available information. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices.

Variations/Conflicts:

Any variation (deviation) from these specifications must be indicated on a separate form and be made part of the bid.

In the case of any conflict between these Terms and Conditions and the Contract between the City and the successful Proposer, the provisions of the Contract shall control.

F.O.B. – Damage

Proposals will not be considered unless proposals include F.O.B. delivered to Brenham, Texas. If shipping costs are not included in the unit bid price, proposer must give exact delivery cost, which is to be prepaid or added to the invoice. The City assumes no liability of goods delivered in a damaged or unacceptable condition.

Firm Prices:

Proposers must hold bid prices firm for 90 days after the bid opening date to allow the City sufficient time to award a contract. Once a Contract is awarded, the successful proposer must hold proposal prices firm for the duration of the Contract. Sealed competitive proposals may be negotiated, amended or changed after the proposal opening date.

Cooperative Agreements:

Successful proposer agrees to extend prices and terms to all governmental entities that have entered into, or will enter into, joint purchasing interlocal cooperation agreements with the City.

Authorized Signature:

Proposals must show full firm name and mailing address of proposer and be manually signed by an authorized representative of the proposer. Firm name and authorized signature should appear on

Exhibit "A"

each page of bid where spaces are provided. Submission of a signed bid will be interpreted to mean that proposer has hereby agreed to all terms and conditions set forth in all of the sheets which make up this invitation.

Withdrawal-Alteration Of Proposals:

Proposals cannot be altered after receiving time or opening time. No bid may be withdrawn after opening time without acceptable reason in writing and with the approval of the City Council.

Lump Sum Proposals:

Lump sum proposals will be considered only if unit prices are quoted also. However, the totals of such quoted unit prices and the lump sum proposals will not be considered if the price quoted also involves prices of commodities requested on an entirely separate bid request.

All-Or-None Proposals:

All-or-none proposals will be considered only if proposer quoted prices on all items requested. If a proposer desires the City to consider an all-or-none bid, it must be stated in the bid document. All-or-none proposals will not be considered if prices quoted involved prices of items and services requested on an entirely separate bid request.

Payment Of Invoices:

Invoices must be submitted by the successful proposer to the City of Brenham, Finance Department, P.O. Box 1059, Brenham, Texas 77835-1059. All invoices to be paid in full within thirty (30) days after satisfactory delivery and billing, whichever is the latter. The City will not be liable for payment of invoices received more than sixty (60) days after delivery of order, or completion of service.

Cash Discounts:

Proposers may quote additional cash discount terms. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Taxes:

The City of Brenham is exempt from Federal Excise, State Sales and Transportation Taxes. TAX MUST NOT BE INCLUDED IN BID. The City upon request will execute Tax Exemption Certificates. The City of Brenham is statutorily exempt from State and Local Sales tax and a permit number is not required.

Delivery:

Proposals must show the number of consecutive calendar days required to deliver the materials, services or equipment under normal conditions. Failure to specify delivery time will be considered reason enough to cause the bid to be disregarded. Delivery time quoted will be given consideration in awarding proposals. If delivery is not made within ten (10) days after number of days specified on bid, entire order may be canceled and proposer's name removed from mailing list.

All deliveries are to be made to the Central Warehouse located at 315 West Second Street, unless otherwise specified in the Bid Request or Purchase Order. Deliveries will be accepted only during normal working hours on normal working days. Unless otherwise indicated, items received must be new and in first-class condition. Types of materials normally packaged for protection and convenience in storage shall be in the proper containers.

Liability:

Vendor shall be liable for all damages incurred while in performance of the work to be performed hereunder. Vendor assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees, from all claims, demands, and causes of action of every kind and character including the cost of defense thereof, for any injury to, including death of, any person whether that person be a third person, vendor, or an employee of either parties hereto, and any loss of or damage to property, whether the same be that of either of the parties hereto or of third parties, caused by or alleged to be caused by,

Exhibit "A"

arising out of or in connection with the issuance of this order to Vendor, whether or not said claims, demands and causes of action in whole or in part are covered by insurance. Certificate of Insurance may be required for but not limited to Commercial General Liability, Commercial Auto Liability, Workers Compensation, and Professional Liability Insurance.

Material Safety Data Sheets (MSDS):

MSDS's must be provided prior to or with receipt of order, and when revised. Containers must be properly labeled and identified in accordance with the OSHA Hazard Communications Standard. Improperly labeled containers will result in refusal of the shipment and possible change in vendors.

Patents, Franchises, etc.:

The successful proposer agrees to protect the City from any claim involving patent right infringements, copyrights or sales franchises.

No Proposals:

If proposer is unable to quote, the bid form should be returned to the purchasing agent before opening time, and reason given for not bidding if proposer desires to bid on future purchases.

Addenda:

In the event of a needed change in the published documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum.

All published addenda shall be signed and included with your response package as acknowledgement of the addendum. Proposers are responsible for obtaining all published addenda from the City of Brenham Purchasing office. The City assumes no responsibility for the Proposers failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the bid to be rejected. The City's decision to accept or

reject any particular bid due to a failure to acknowledge and submit addenda shall be final.

Fiscal Funding:

The City operates and is funded on a fiscal year basis; accordingly, the City reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of a contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The City reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

H.B. 1295 Compliance:

The Vendor for the Contract shall comply with the requirements of Section 2252.908 of the Texas Government Code as adopted in 2015 as House Bill 1295. The law requires that a governmental entity may not enter in certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties to the governmental entity. The law applies only to a contract that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

Compliance with the law requires that the Vendor utilize the Texas Ethics Commission website to enter the required information on Form 1295 and print a copy of the complete form. The form must be signed, notarized and submitted to the contracting government entity

The City, in the case of contracts formalized by Purchase Order or by other written contract, will notify the Vendor of Award by Council and request the completed Form 1295 within five (5) working days thereafter.

No Boycott of Israel:

By acceptance of this Contract, Vendor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contacts with, or provide supplies or

Exhibit "A"

services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Vendor further certifies and verifies that neither vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, the "Vendor Companies"), boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization:

Pursuant to Texas Government Code Chapter 2252, Subchapter F, Vendor affirms that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to a foreign terrorist organization.

Conflict of Interest:

By doing business or seeking to do business with the City, Vendor acknowledges that they have been notified of the requirements of Chapter 176 of the Texas Local Government Code and that they are solely responsible for compliance.

Applicable Law and Venue

This Contract shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Washington County, Texas and venue for any lawsuit, claim or dispute arising out of the contract shall be in Washington County, Texas. Further, neither party will seek to remove such litigation to the federal court system by application of conflicts of laws or any other removal process.

Insurance

1. The Vendor shall procure and maintain at its sole cost and expense for the duration of the Contract insurance coverage for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be considered in excess of the Contractor's insurance and shall not contribute to it. Further, the Contractor shall include the City as an additional insured under its policy. All coverage for subcontractors shall be subject to all of the requirements stated herein. Certificates of Insurance and endorsements shall be furnished to the City and approved by the City before work commences.
2. Standard Insurance Policies Required:
 - a) Commercial General Liability Policy
 - b) Automobile Liability Policy
 - c) Workers' Compensation Policy
3. General Requirements Applicable to All Policies:
 - a) General Liability and Automobile Liability insurance shall be written by a carrier with an A: VIII or better rating in accordance with the current Best Key Rating Guide.
 - b) Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
 - c) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
 - d) "Claims Made" policies will not be accepted.
 - e) The City of Brenham, its officials, employees and volunteers, are to be added as "Additional Insured" to the General Liability policy. The coverage shall contain no special

Exhibit "A"

- limitations on the scope of protection afforded to the City, its officials, employees or volunteers.
- f) A Waiver of Subrogation in favor of the City with respect to Workers' Compensation Insurance must be included.
 - g) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.
 - h) Upon request, certified copies of all insurance policies shall be furnished to the City.
4. Commercial General Liability
- a) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - b) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.
5. Automobile Liability
- a) Minimum Combined Single limit of \$500,000.00 per occurrence for bodily injury and property damage.
6. Worker's Compensation
- a) Statutory
7. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. And shall contain the following provisions and warranties:
- a) The company is licensed and admitted to do business in the State of Texas.
 - b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas Board of Insurance.
 - c) All endorsements and insurance coverage according to requirements and instructions contained herein.
- d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of Brenham.
 - e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

Exhibit "A"

Workers' Compensation Provisions
(State law requires the following language in
contracts on public works projects).

DEFINITIONS:

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

Duration of the Project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the City.

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

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

The Contractor must provide a certificate of coverage to the City **prior** to being awarded the contract.

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

The Contractor shall obtain from each person providing services on a project, and provide to the City:

- a. a certificate of coverage, prior to that person beginning work on the project, so the City will have on file certificates showing coverage for all persons providing services on the project; and
- b. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

The Contractor shall notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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

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

Exhibit "A"

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on a project, for the duration of the project;
- (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (d) obtain from each person with whom it contracts, and provide to the Contractor:
 - 1. a certificate of coverage, prior to the person beginning work on the project; and
 - 2. a new certificate of coverage showing the extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (e) retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
- (f) notify the City in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a) – (g), with the certificates of coverage to be provided to the person for whom they are providing services.

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

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the City to declare the contract void if the contractor does not remedy the breach within ten (10) calendar days after receipt of notice of breach from the City.

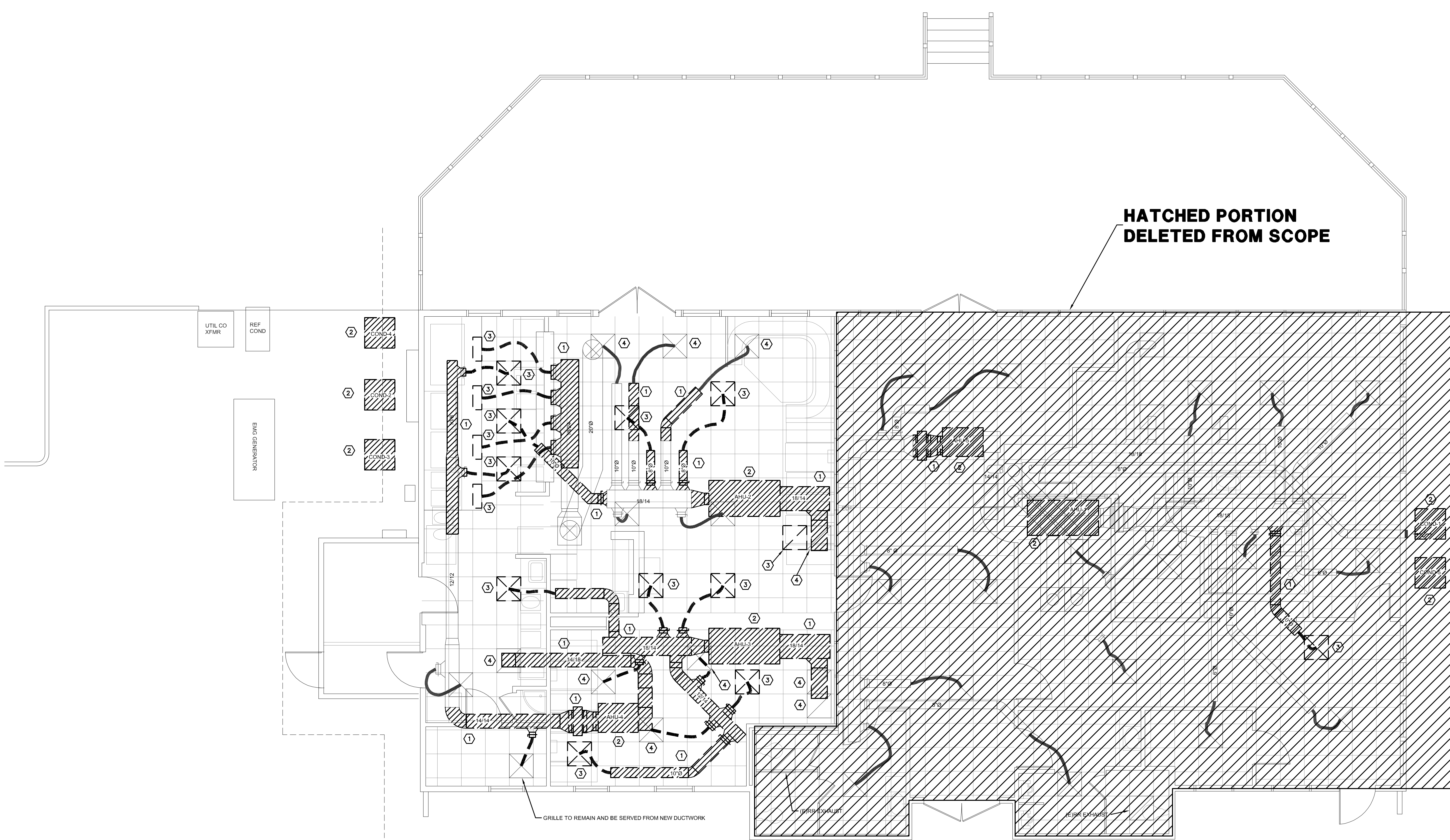
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JANETTE SMITH, P.E. 144891, ON MARCH 9, 2023. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

FOR CONSTRUCTION
CITY OF BRENHAM AIRPORT OFFICE/RESTAURANT BUILDING HVAC RENOVATION
 3001 AVIATION WAY, BRENHAM, TX 77833

REVISIONS		
#	Date	Revision Notes

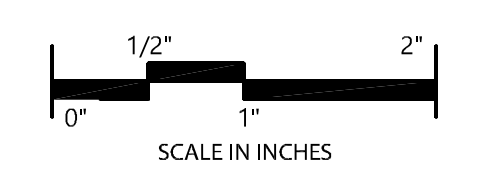
PROJECT # 01-2226
 DRAWN BY JDS
 CHECKED BY GPK
 DATE MARCH 2023
 SHEET TITLE
MECHANICAL DEMO PLAN

SHEET
M1.1
 of



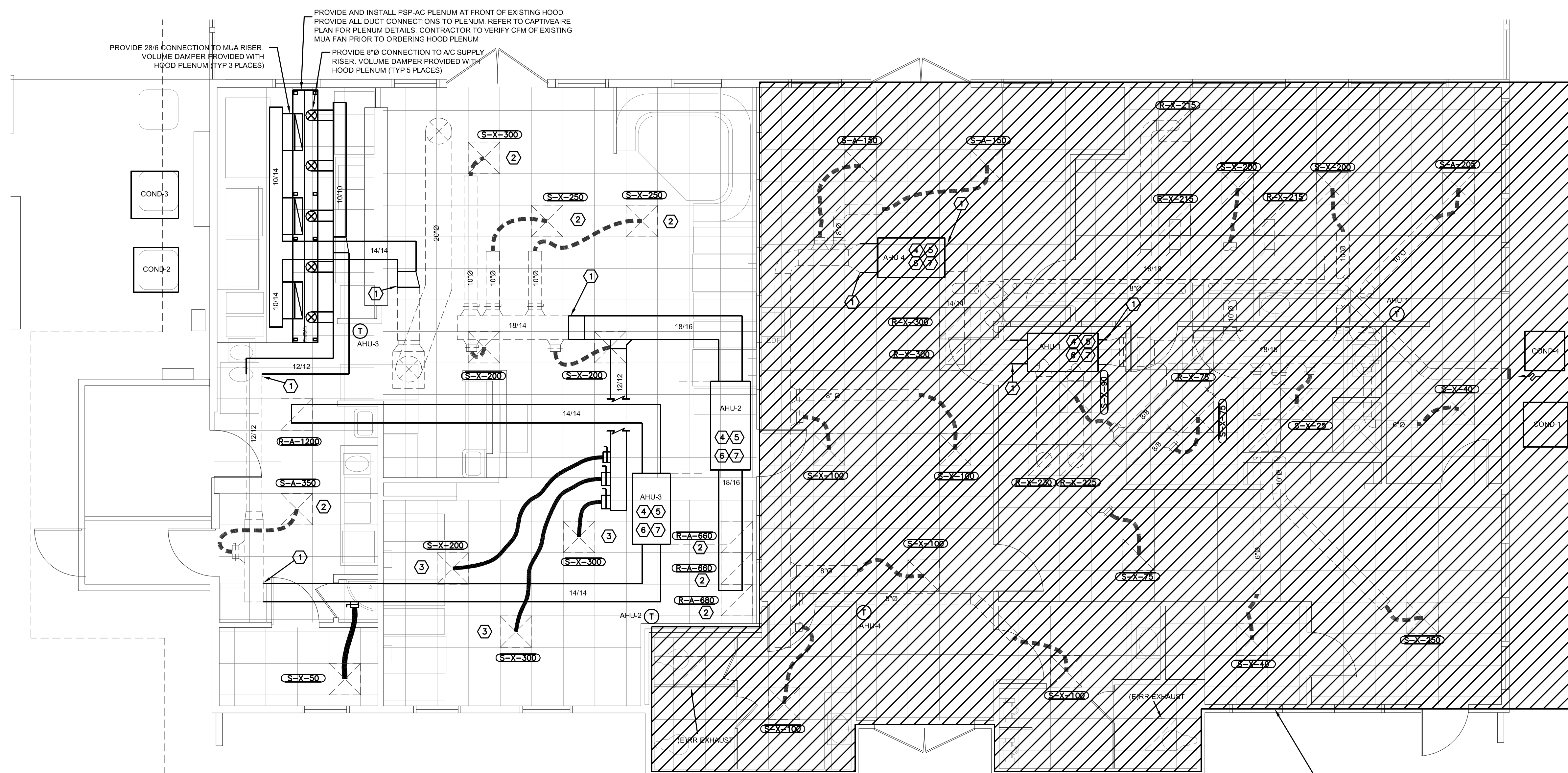
- NOTES:**
- ① HATCHED DUCTWORK TO BE REMOVED. REPAIR OPENING IN REMAINING DUCTWORK UNLESS OPENING TO BE REUSED FOR NEW DUCTWORK
 - ② AHU/COND AND ASSOCIATED TSTAT TO BE REMOVED
 - ③ GRILLE AND ASSOCIATED FLEX TO BE REMOVED
 - ④ GRILLE TO BE RELOCATED

MECHANICAL DEMO PLAN
 SCALE: 1/4"=1'-0"



FOR CONSTRUCTION

CITY OF BRENHAM AIRPORT OFFICE/RESTAURANT BUILDING HVAC RENOVATION
 3001 AVIATION WAY, BRENHAM, TX 77833

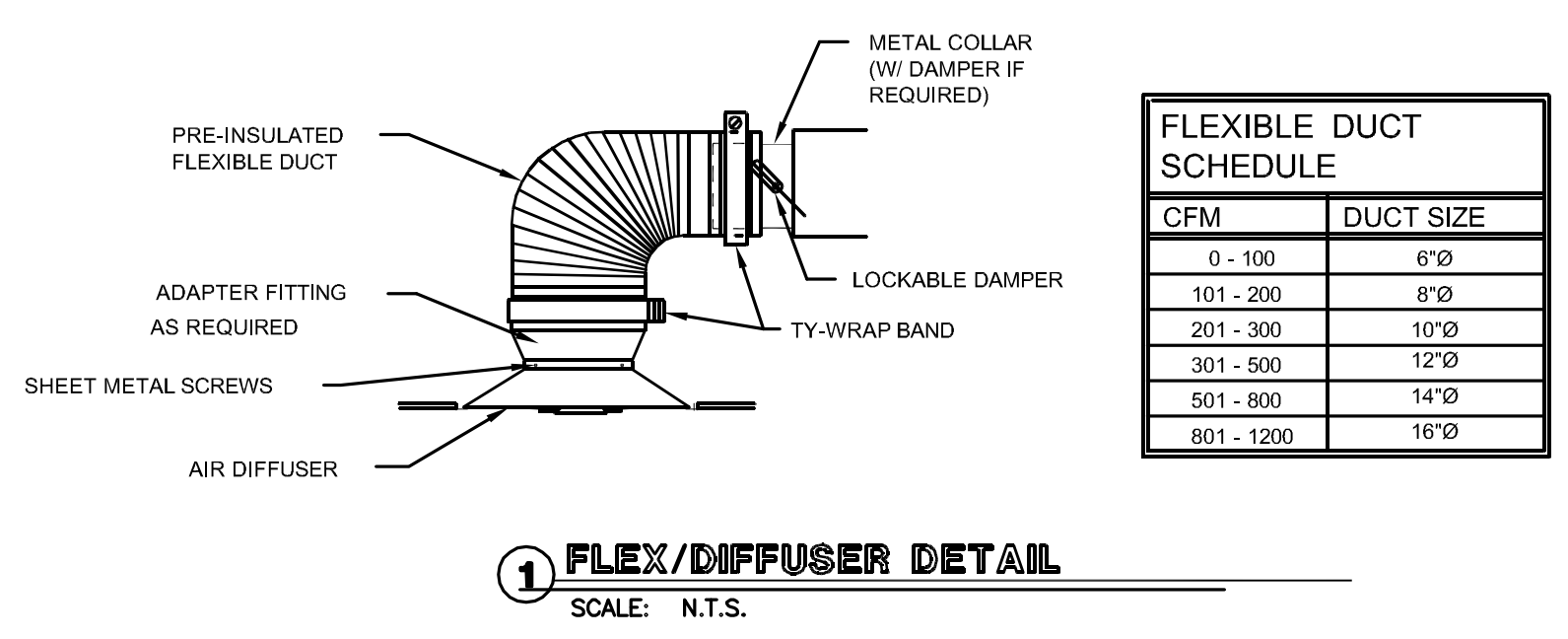


HATCHED PORTION DELETED FROM SCOPE

MECHANICAL SYMBOLS SCHEDULE

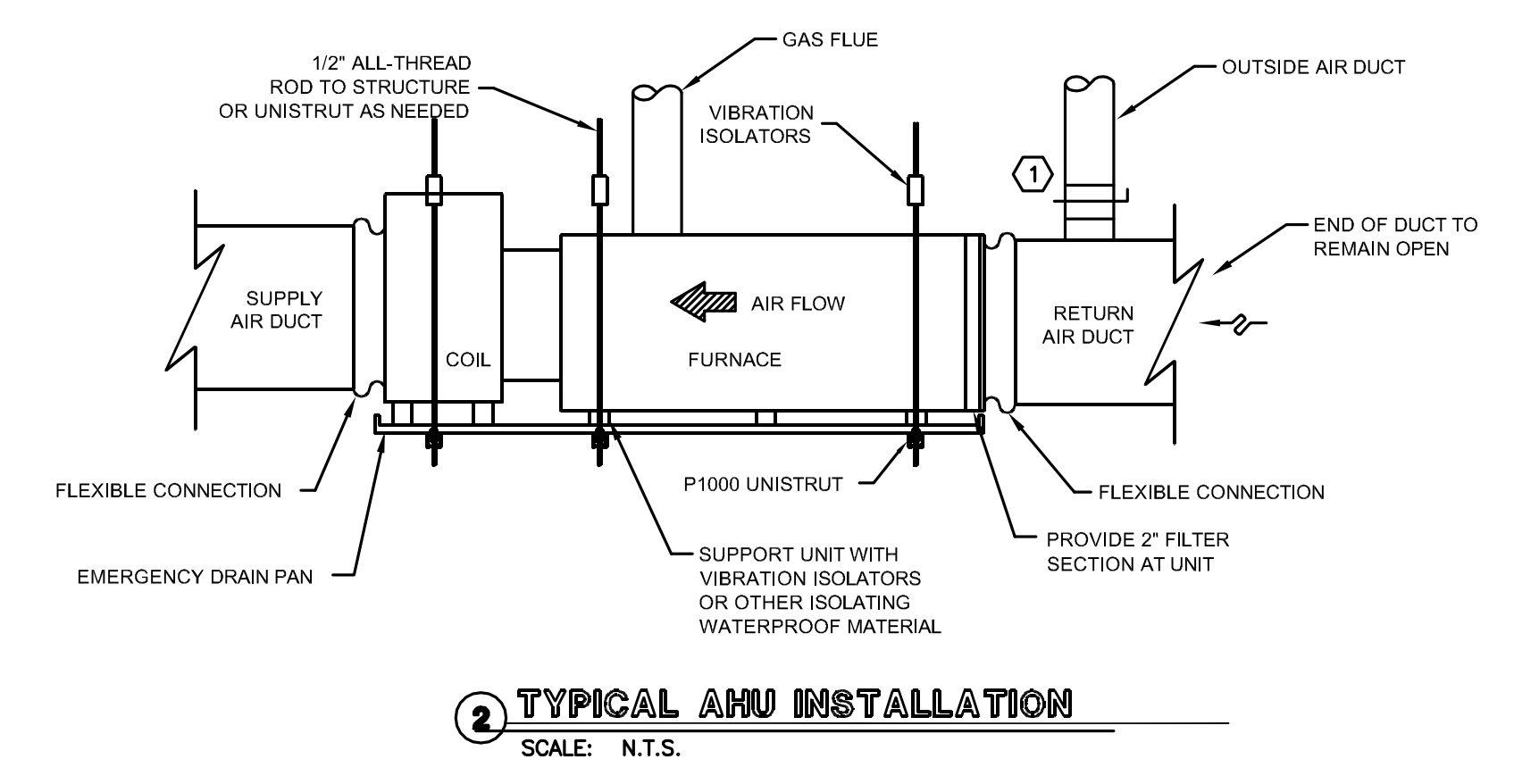
SYMBOL	DESCRIPTION
[Symbol]	EXISTING SUPPLY AIR DIFFUSER
[Symbol]	EXISTING RETURN AIR DIFFUSER
[Symbol]	SQUARE TO ROUND DUCT TRANSITION
[Symbol]	NEW SUPPLY AIR DIFFUSER TYPE "X"
[Symbol]	NEW RETURN AIR DIFFUSER TYPE "X"
[Symbol]	TURNING VANES
[Symbol]	SUPPLY AIR DIFFUSER
[Symbol]	FLEX DUCT Ø
[Symbol]	LOCKABLE DAMPER
[Symbol]	ROUND DUCT INSIDE DIAMETER AS SHOWN
[Symbol]	FIRE DAMPER
[Symbol]	WH
[Symbol]	INTERNAL CLEAR DUCT DIMEN (INCHES) WIDTH(W) HEIGHT(H)
[Symbol]	NEW RECTANGULAR DUCT
[Symbol]	EXISTING RECTANGULAR DUCT
[Symbol]	CAPPED DUCT
[Symbol]	THERMOSTAT

X	Y	Z
S=SUPPLY	TYPE	CFM
E=EXHAUST		
R=RETURN		
OA=OUTSIDE AIR		
T=TRANSFER		



FLEXIBLE DUCT SCHEDULE

CFM	DUCT SIZE
0 - 100	6"Ø
101 - 200	8"Ø
201 - 300	10"Ø
301 - 500	12"Ø
501 - 800	14"Ø
801 - 1200	16"Ø



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

GRILLE SCHEDULE

TYPE	USE	DESCRIPTION
X		EXISTING SUPPLY/RETURN DIFFUSER

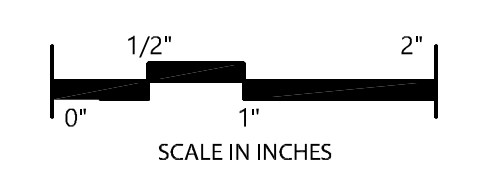
- NOTES:**
- CONNECT NEW DUCT TO EXISTING THIS APPROXIMATE LOCATION
 - RELOCATED GRILLE. MODIFY FLEX AS NEEDED TO SERVE GRILLE AT ADJUSTED LOCATION
 - RELOCATED GRILLE
 - AIR HANDLING UNIT TO BE SUSPENDED FROM STRUCTURE SIMILAR TO DETAIL 2 THIS SHEET. PROVIDE FLOAT SWITCH IN DRAIN PAN WIRED FOR AUTOMATIC SHUT DOWN OF UNIT UPON DETECTION OF WATER IN PAN
 - ROUTE CONDENSATE DRAIN PIPING FROM AHU TO (E) CONDENSATE DRAIN PIPING FROM DEMO-ED AHUS
 - CONNECT (E)OA DUCT TO NEW RETURN PLENUM AND PROVIDE LOCKABLE DAMPER AT CONNECTION SET TO ALLOW SCHEDULED CFM OF OA
 - ROUTE CONCENTRIC VENT/FLUE PIPING UP THROUGH EXISTING ROOF PENETRATION. ANY NECESSARY MODIFICATIONS TO EXISTING ROOF JACK TO BE PROVIDED AND INSTALLED BY ROOFING CONTRACTOR

MECHANICAL EQUIPMENT SCHEDULE

DESIG.	MFG./NO.	CFM	O.A. CFM	COOLING	HEATING (KBTUH) REHV/OUTPUT	V/PH	RLA	MOCP	SEER	AFUE	LP GAS LOAD
AHU-1,3	RHEEM GAS FURNACE MODEL # RB62V0403A17MASCAP COIL MODEL # RCFZ817SEA	1200	AHU-1: 110 AHU-3: 0	33.8KBTUH	42.0 41.0	120/1	5.9	20		98%	17 CFH
AHU-2	RHEEM GAS FURNACE MODEL # RB62V0853A17MASCAP COIL MODEL # RCFZ817SEA	2000	400	57.7 KBTUH	84.0 82.0	120/1	9.6	20		98%	34 CFH
AHU-4	RHEEM GAS FURNACE MODEL # RB62V0403A17MASCAP COIL MODEL # RCFZ417SEA	800	90	23.6 KBTUH	42.0 41.0	120/1	5.9	20		98%	17 CFH
COND-1,3	RHEEM TWO STAGE CONDENSER MODEL # RA16AZ38A13CALHP			NOM. 3 TON		240/1	16.8	35	16.0		
COND-2	RHEEM TWO STAGE CONDENSER MODEL # RA16AZ60A13CALHP			NOM. 5 TON		240/1	33.6	70	15.5		
COND-4	RHEEM SINGLE STAGE CONDENSER MODEL # RA16AZ24A13CALHP			NOM. 2 TON		240/1	12.8	25	17.0		

NOTES:

- PROVIDE ECONET SMART THERMOSTAT FOR TEMPERATURE AND HUMIDITY CONTROL FOR EACH AHU
- PROVIDE CONCENTRIC VENT KIT FOR EACH GAS FURNACE
- PROVIDE LP GAS CONVERSION KIT FOR EACH GAS FURNACE



REVISIONS

#	Date	Revision Notes

PROJECT # 101-2226
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 CHECKED BY: GPK
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MECHANICAL PLAN

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M1.2
 of



03/09/2023
 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY JANETTE SMITH, P.E. 144891, ON MARCH 9, 2023. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

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REVISIONS		
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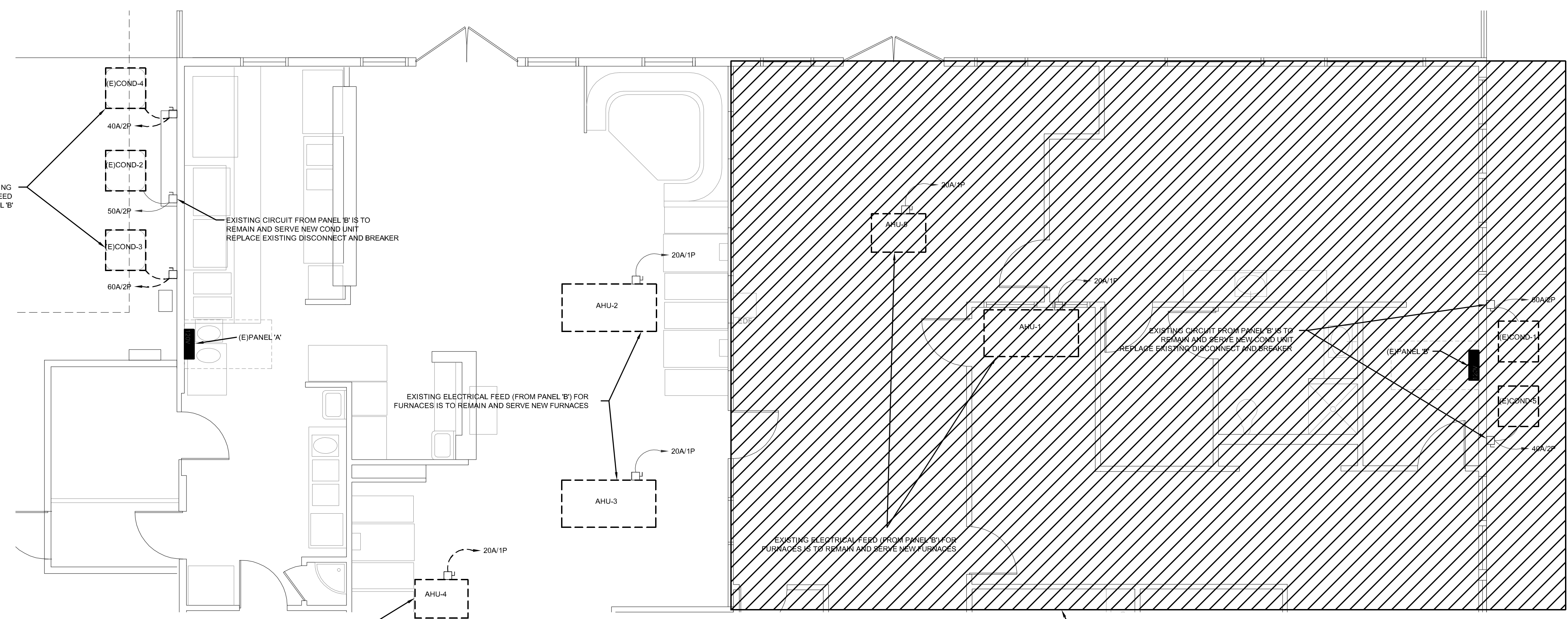
PROJECT # 01-2226
 DRAWN BY JDS
 CHECKED BY GPK
 DATE MARCH 2023
 SHEET TITLE

ELECTRICAL PLANS

SHEET

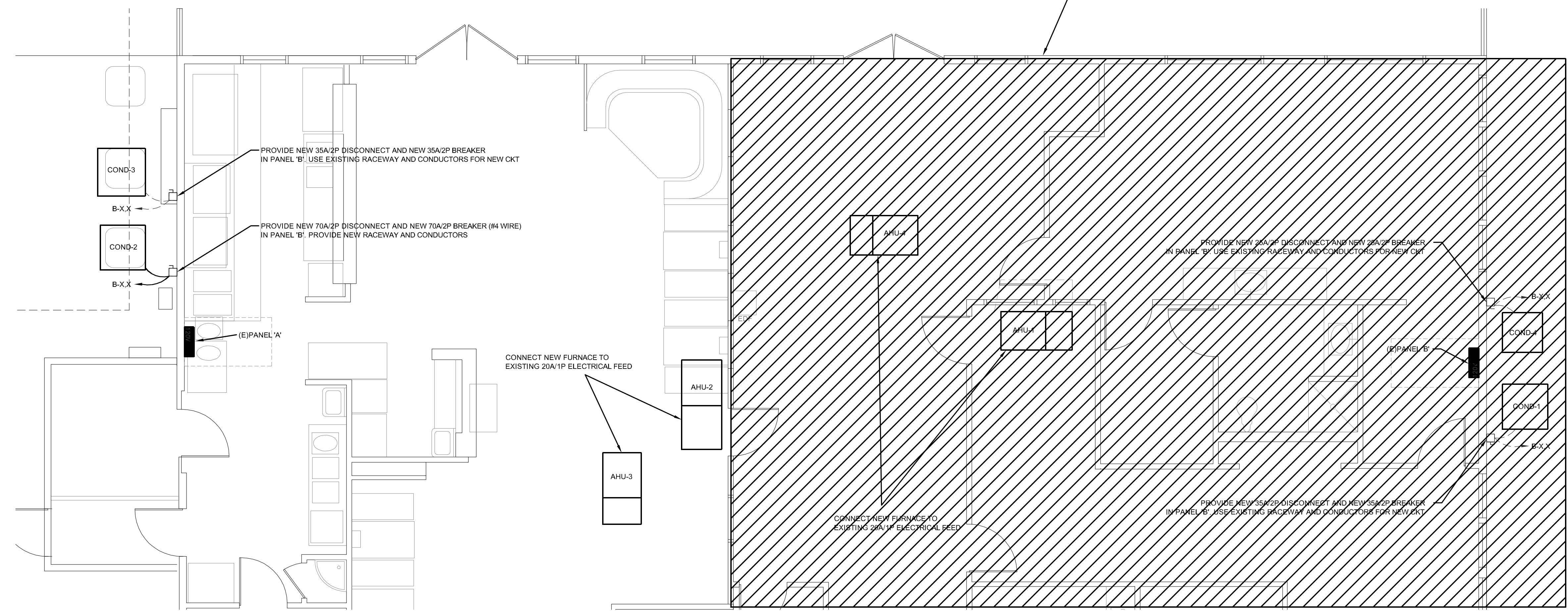
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 of

ELECTRICAL SCHEDULE	
SYMBOL	DESCRIPTION
○ "X"	RECESSED TYPE "X"
□ "X"	LAY-IN FIXTURE TYPE "X"
⊠ "X"	WALL MOUNTED LIGHT FIXTURE TYPE "X"
⊗ "X"	EXIT LIGHT TYPE "X" DIRECTIONAL AS NOTED
⊔ "X"	BRACKET MTD. FIX. TYPE "X"
▬	UNSWITCHED FIXTURE
⊕	DUPLEX RECEPTACLE
⊕ _{GF}	DUPLEX RECEPTACLE W/GROUND FAULT INTERRUPTION
⊕ _{WP}	DUPLEX RECEPTACLE WEATHER PROOF
⊕ ₂	2-115V DUPLEX RECEPTACLES GANGED TOGETHER IN ONE BOX
\$	SINGLE POLE SWITCH
\$	THREE WAY SWITCH
\$	DIMMER SWITCH
⊠	VISUAL ALARM
⊠	AUDIO VISUAL ALARM
⊠	FIRE ALARM MANUAL PULL
⊠	MAIN FIRE ALARM PAN.
▽	TELEPHONE/DATA OUTLET IN WALL
▽	TELEPHONE/DATA OUTLET IN FLOOR BOX OR AS NOTED
⊕	120V PANEL
⊕	480V PANEL
⊕	*HOME RUN* CIRCUIT (120/277V)
⊕	DISCONNECT # OF POLES/NEMA RATING/ F OR NF/CURRENT RATING
XP/XXXXXXX	NOTE: ALL SYMBOLS MAY NOT BE USED

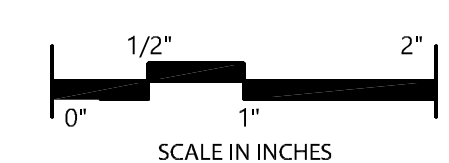


A DEMO POWER PLAN
 SCALE: 1/4"=1'-0"

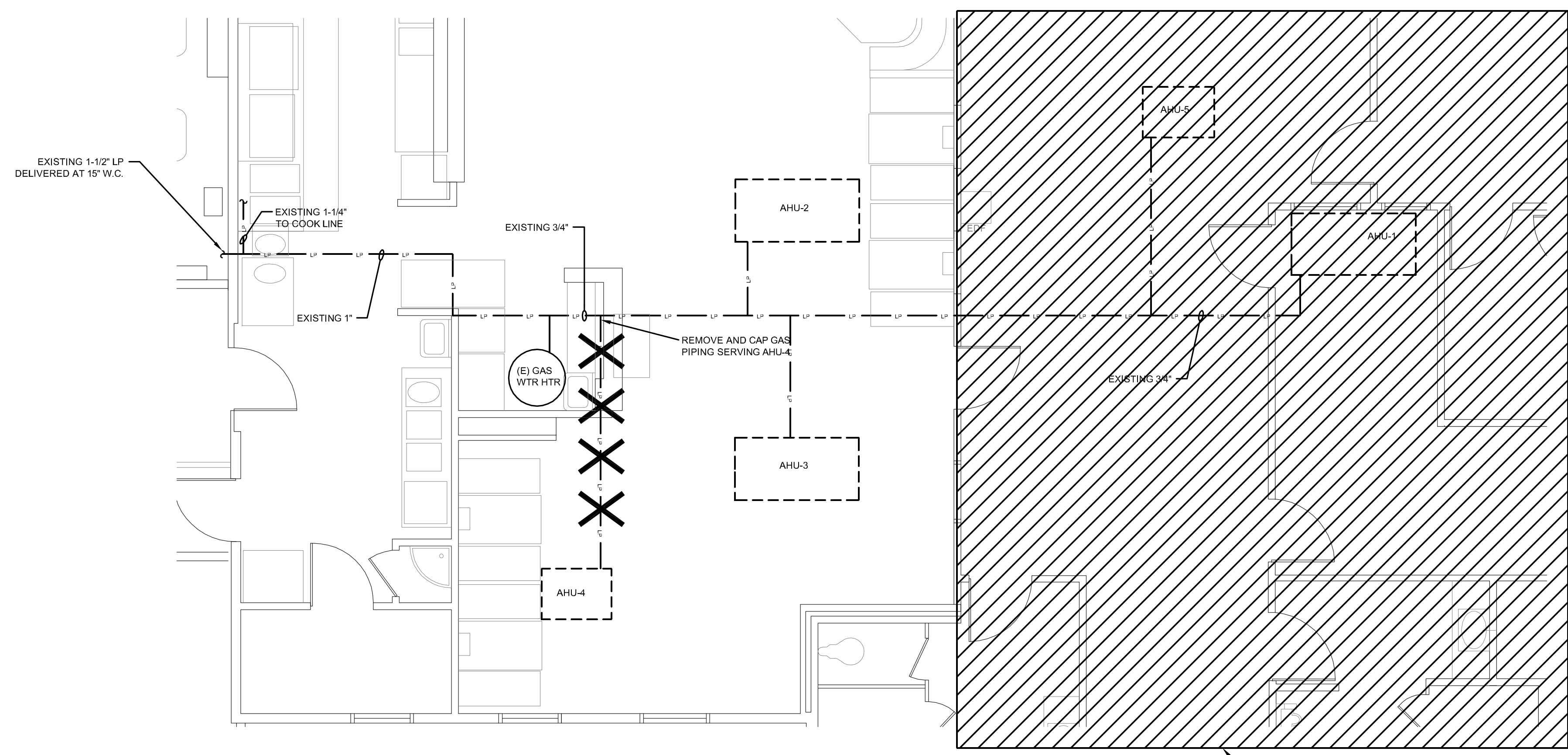
HATCHED PORTION DELETED FROM SCOPE



B POWER PLAN
 SCALE: 1/4"=1'-0"

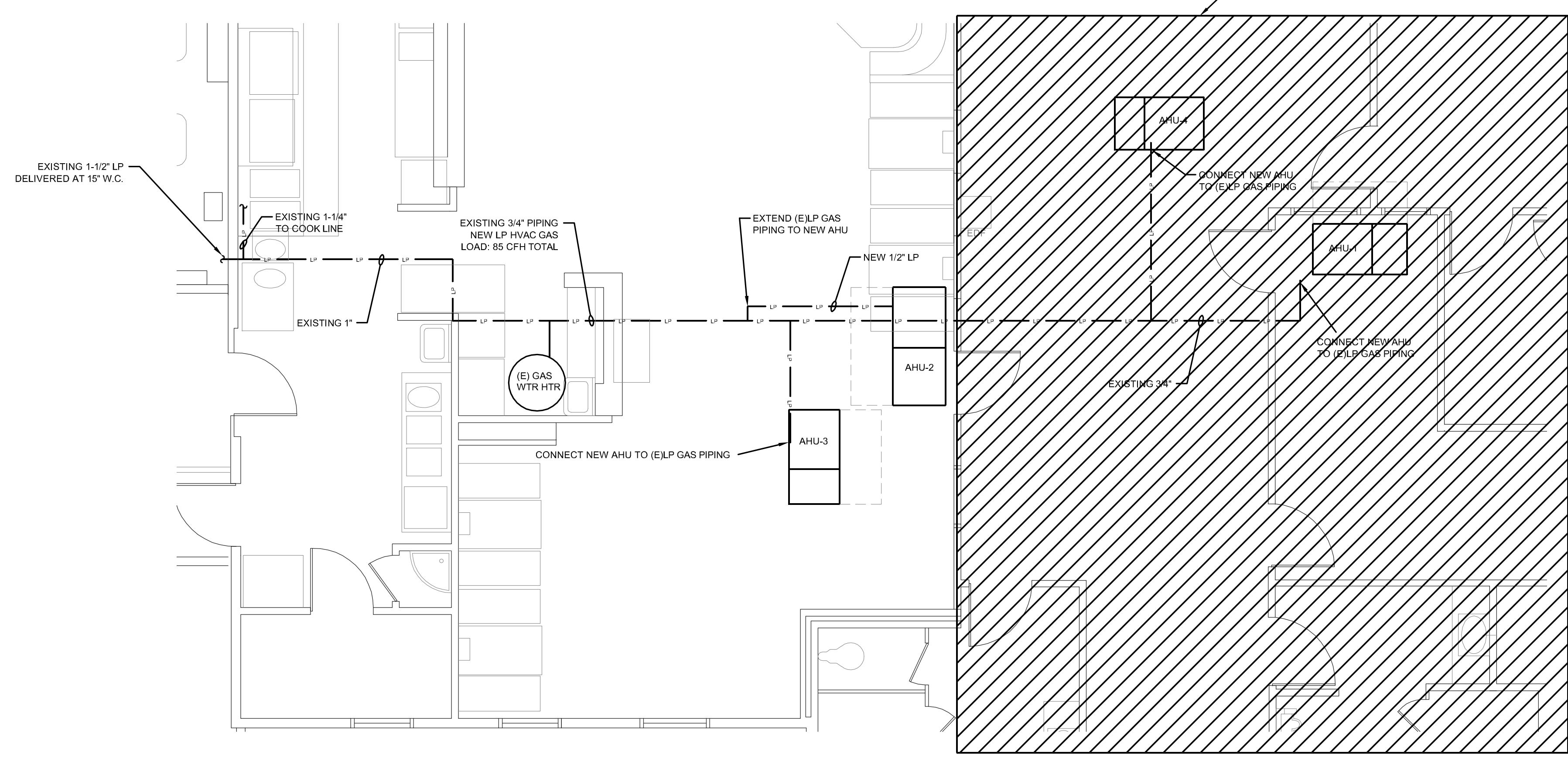


PLOT DATE: TUESDAY, MARCH 19, 2024



A DEMO LP GAS PLAN
 SCALE: 1/4"=1'-0"

HATCHED PORTION DELETED FROM SCOPE



B LP GAS PLAN
 SCALE: 1/4"=1'-0"

PLUMBING PIPING LEGEND	
SYMBOL	DESCRIPTION
---	SANITARY SEWER (SS)
---	SANITARY SEWER (SS) BELOW GRADE
---	SANITARY VENT (SV)
---	DOMESTIC COLD WATER SUPPLY
---	DOMESTIC HOT WATER SUPPLY
---	DOMESTIC WATER BELOW FLOOR
A	COMPRESSED AIR
NG	NATURAL GAS
>	GATE VALVE
○	BALL VALVE
FCO	FLOOR CLEAN OUT
WCO	WALL CLEAN OUT
VTR	VENT THROUGH ROOF
FD	FLOOR DRAIN
A.F.F.	ABV. FINISHED FLOOR
ATP	AUTOMATIC TRAP PRIMER
(N)	NEW EQUIPMENT OR LINES
(E)	EXISTING EQUIPMENT OR LINES
U.G.	UNDER GROUND
R.D.	ROOF DRAIN

NOTE: ALL SYMBOLS MAY NOT BE USED

REVISIONS		
#	Date	Revision Notes

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 SHEET TITLE

PLUMBING PLANS

SHEET
P1.1
 of

