



BID ADDENDUM NO. 1

**CHILLER / BOILER UPGRADES
AT
MIDWAY ELEMENTARY SCHOOL
DINWIDDIE ELEMENTARY SCHOOL
DINWIDDIE MIDDLE SCHOOL
DINWIDDIE COUNTY PUBLIC SCHOOLS
IFB # 23 – 012423 - 1
RRMM Project # 21215 - 02**

February 9, 2023

This Addendum forms a part of the Construction Documents and modifies the bid documents dated January 13, 2023.

The information in this Addendum supersedes any contradictory information or omission set forth in the Contract Documents.

Where any component of the Contract Documents is modified or deleted by this Addendum, the unaltered components of that Section, Article, or Drawing shall remain in effect.

Acknowledge receipt of this Addendum by inserting its number and date in the Proposal Form. Failure to do so may subject Bidder to disqualification.

Bid Addendum No. 1 consists of thirty-nine (39) pages comprised of this two (2) page Bid Addendum and thirty-seven (37) pages of attachments.

CLARIFICATIONS

- 1.1 **Pre-Bid Meeting Sign-In Sheet.** Attached for reference.
- 1.2 **Pre-Bid (Non-Mandatory) Conference Agenda.** Attached for reference.
- 1.3 **Pre-Purchased Chiller(s) Purchase Order.** Reference attached Purchase Order #82812 issued by Dinwiddie County Public Schools dated June 21, 2022 for pre-purchased air-cooled chillers.

- 1.4 **Davis-Bacon Act.** Work associated with this project is subject to the Davis-Bacon Act. Reference attached Davis-Bacon Act regulations and requirements along with minimum wage rate determinations for applicable position classifications.

PRE-BID QUESTIONS

- 1.5 **Pre-Bid Questions & Responses.** See attached responses to each question located at the bottom of each submitted form in RED text.

END OF BID ADDENDUM NO. 1



DINWIDDIE COUNTY
PUBLIC SCHOOLS

Dinwiddie County Public Schools

CHILLER / BOILER UPGRADES

Midway Elementary School / Dinwiddie Elementary School / Dinwiddie Middle School

IFB # 23 – 012423 - 1

Meeting Date: Thursday, February 2, 2023

Non-Mandatory Pre-Bid Meeting: 11:00 A.M.

ATTENDEES			
Name	Organization	Phone	Email
JOHN BAILEY	CDM	(804) 513-1487	jbailey@cdmva.com
Jason Scott	CSUSA (MA)	(434) 971-1677	jason.scott@comfortsystemsusa.com
Joey Dunleavy	MST	804-658-9841	jdunleavy@dmjengineering.com
SCOTT HOUGHTALING	HAI BOILER	804-938-3007	SCOTT@HAIBOILER.COM
Jeff Johnson	Mase	804-921-9086	JeffJmas@gmail.com



PRE-BID (NON-MANDATORY) CONFERENCE AGENDA

PROJECT NAME

DINWIDDIE COUNTY PUBLIC SCHOOLS

CHILLER / BOILER UPGRADES

IFB # 23 – 012423 - 1

OWNER'S NAME: DINWIDDIE COUNTY SCHOOL BOARD
Dinwiddie County Public Schools
(Architect's Project No. 21215-02)

DATE: February 2, 2023

TIME: 11:00 A.M.

LOCATION: Midway Elementary School, 5511 Midway Road, Church Road, VA
Dinwiddie Elementary School, 13811 Boydton Plank Road, Dinwiddie, VA
Dinwiddie Middle School, 11608 Courthouse Road, Dinwiddie, VA

I. INTRODUCTIONS

- A. The Owner: Dinwiddie County Public Schools
 - Brenda Austin, Procurement Officer
 - Jimmy Davis, Director of School Facility Operations

- B. The Architect: RRMM Architects
 - Mark Probst, Project Manager

- C. The Consultants:
 - Kevin Allen, Thompson Consulting Engineers (Mechanical)
 - Joey Dunleavy, Thompson Consulting Engineers (Mechanical - CA)
 - Kenzie Camber, Thompson Consulting Engineers (Electrical)
 - Ricardo Williams, Thompson Consulting Engineers (Electrical - CA)

II. OVERVIEW OF PROJECT/DOCUMENTS

A. Summary of Work

1. The project is generally described as the demolition/removal of old existing chillers / boilers and associated equipment and installation of new chillers

(pre-purchased) and boilers and associated equipment as noted within the construction documents at three (3) schools; Midway Elementary School, Dinwiddie Elementary School and Dinwiddie Middle School.

2. Bid Drawings: One Volume, dated January 13, 2023.
3. Project Manual: One Volume, dated January 13, 2023.
 - 1) Invitation For Bid (IFB)
 - 2) Instructions to Bidders (AIA – A701)
 - 3) General Conditions of the Contract for Construction (AIA – A201)
 - 4) Standard Form of Agreement Between Owner and Contractor (AIA-A101)
 - 5) Technical Specifications

III. BIDDING PROCEDURES:

- A. Invitation for Bids: Includes instructions on how to obtain electronic copies of documents and/or locations to view documents.
 1. Received at Dinwiddie County School Board, Finance Department, 14016 Boydton Plank Road, Dinwiddie, VA 23841, Attn: Ms. Brenda Austin.
 2. Deadline for submitting bids is 11:00 A.M. sharp, as determined by the Bid Officer, on Thursday, February 23, 2023.
 3. The bids will be opened publicly and read aloud beginning at 11:10 A.M., on Thursday, February 23, 2023, at the same location.
- B. Instructions to Bidders: AIA – A701 (included in Project Manual).
 1. Bid Bond (Required): Standard Bid Bond (5% of base bid).
 2. Withdrawal or Modification of Bids: Refer to Section 7.33 of Project Manual.
 3. Substitutions: Refer to Section 7.29 of Project Manual and individual technical specification sections.
- C. Bid Form: Included in Project Manual (Attachment G).
- D. Questions Prior to Receipt of Bids:
 1. Pre-Bid Question Form included in Project Manual (Attachment E).
 2. All questions must be submitted no later than 2:00 P.M. on Wednesday, February 8, 2023.
 3. All required responses to questions regarding the Bid Documents prior to receipt of bids will be in writing by Addendum and sent to all document holders.

4. Responses not in writing and not included in Addendum shall not be binding.

E. Other Required Bid Documents:

1. State Corporation Commission form (Attachment A)
2. Certification of Contractor (Attachment B)
3. References (Attachment C)
4. Federal Funded Projects - Certification of Anti-Lobbying (Attachment D)

IV. PROJECT CONDITIONS

- A. Substantial Completion: Substantial Completion of the entire project shall be on or before August 6, 2023, based on a notice authorizing work to proceed on or before March 13, 2023.
- B. Final Completion: 30 consecutive calendar days after the date of Substantial Completion as determined by the A/E.
- C. Site Visits: Arrange through Jimmy Davis, Telephone (804) 469-4685.
- D. Job Site Safety: Contractor shall meet all local, state, and federal safety regulations. Construction means and methods shall remain the responsibility of the Contractor, as design professionals and Owner's inspectors are neither considered nor licensed as general contractors in the eyes of the law.
- E. Work Restrictions: Refer to Section 011000 "Summary."
- F. Temporary Facilities and Utilities: Refer to Section 015000 "Temporary Facilities and Controls."
- G. Submittals: Refer to Section 013300 "Submittal Procedures."

V. OWNER COMMENTS

VI. QUESTIONS

DINWIDDIE COUNTY PUBLIC SCHOOLS

Date: June 21, 2022



PURCHASE ORDER

NO. 82812

INVOICE:

This order number must appear on all packages, correspondence, invoices and shipping papers.

DINWIDDIE COUNTY PUBLIC SCHOOLS
P.O. BOX 7 / 14016 Boydton Plank Road
Dinwiddie, VA 23841

TO: Carrier Corporation
Lyle Sutherland
2800 East Parham Road
Richmond, VA 23228
804-283-1947
Lyle.sutherland@carrier.com

SHIP TO: Dinwiddie County Public Schools
Call for delivery instructions
Attn: Brenda Austin
804-469-4190

Please enter our order for materials or services listed below:

ITEM	QUANTITY ORDER.	REC.	DESCRIPTION	PRICE	PER	AMOUNT
1	4		Air Cooler Chillers Per IFB#22-042622-1			\$486,946.00
2			Warranty on Compressor Parts Only			32,299.00
3			Three (3) months to store chillers including uploading & reloading for delivery to work site			17,700.00
NOTE: PUBLIC SCHOOLS ARE EXEMPT FROM PAYING VIRGINIA SALES TAX						\$536,945.00

IFB #22-042622-1
Board Approved 6-14-22

Brenda Austin

AUTHORIZED PURCHASING OFFICIAL

REQUESTED BY:

J. Davis

:PRINCIPAL/SUPERVISOR

CP

:FINANCE

:SUPT/DESIGNEE

FUND	FUNCTION	ACCOUNT	COST CENTER	PROGRAM CODE	PROJECT CODE	AMOUNT
208	64200	8100	201	00	919 -000	\$134,236.25
208	64200	8100	202	00	000	\$134,236.25
208	64200	8100	302	00	919 000	\$268,472.50
					919	

DINWIDDIE COUNTY PUBLIC SCHOOLS

Date: June 21, 2022



PURCHASE ORDER

NO. 82813

INVOICE:

This order number must appear on all packages, correspondence, invoices and shipping papers.

DINWIDDIE COUNTY PUBLIC SCHOOLS
P.O. BOX 7 / 14016 Boydton Plank Road
Dinwiddie, VA 23841

TO: Carrier Corporation
Lyle Sutherland
2800 East Parham Road
Richmond, VA 23228
804-283-1947
Lyle.sutherland@carrier.com

SHIP TO: Dinwiddie County Public Schools
Call for delivery instructions
Attn: Brenda Austin
804-469-4190

Please enter our order for materials or services listed below:

ITEM	QUANTITY ORDER.	REC.	DESCRIPTION	PRICE	PER	AMOUNT
1			Cost to test three chillers Per IFB#22-042622-1			\$33,000.00
NOTE: PUBLIC SCHOOLS ARE EXEMPT FROM PAYING VIRGINIA SALES TAX						\$33,000.00

IFB #22-042622-1
Board Approved 6-14-22

Brenda Austin

AUTHORIZED PURCHASING OFFICIAL

REQUESTED BY:

J. Davis

CP

:PRINCIPAL/SUPERVISOR

:FINANCE

:SUPT/DESIGNEE

FUND	FUNCTION	ACCOUNT	COST CENTER	PROGRAM CODE	PROJECT CODE	AMOUNT
208	64200	8100	201	00	000 919	\$8,250.00
208	64200	8100	202	00	000 919	\$8,250.00
208	64200	8100	302	00	000 919	\$16,500.00



CARRIER-DSO-RICHMOND
2800 E Parham Road
RICHMOND, VA 23228

Lyle Sutherland
(P) (804) 804-283-1947

Proposal V1.1

Project Name: Dinwiddie Schools **Bid Date:** 05/16/2022
Location: RICHMOND, VA 23230-3234 **Expiration Date:** 07/15/2022
Attention: Dinwiddie County Public Schools **Proposal Number:** 0522AGAL0173

We at Carrier are pleased to quote the following equipment for the above referenced project in accordance with attached terms and conditions.

Variable Speed Air-Cooled Screw Chiller

Qty: (1)

Model:
30XV-300

Mark For:
CH-1

Dinwiddie Elementary School



Hail Guard Not Shown

Unit Length (Steel Base): 329 in.
 Unit Length (w/ Control Panel): 346 in.
 Unit Width: 88 in.
 Unit Height: 99 in.
 Refrigerant Type: R-134a
 Refrigerant Weight (Circuit A): 180 lb.
 Refrigerant Weight (Circuit B): 190 lb.
 Shipping Weight: 17,761 lb.
 Entering/Leaving Water Connections: 8" Victaulic
 Cooling Capacity: 290 Tons
 Efficiency (EER) 10.41 BTU/Wh
 IPLV: 19.05 BTU/Wh

Air-Cooled AquaForce Chiller 460-3-60
Variable Speed Screw Compressors With 50+ Year L10 Bearing Life
Carrier GreenSpeed Tech, Unit Varies Condenser Temp To Maximize Efficiency

The following items are included:

- Voltage: 460-3-60
- Unit Size: 300 Nominal Tons
- Dual 134a Refrigerant Circuits
- Standard Tier
- Full Hail Guard
- Micro Channel (MCHX) Condenser Coil
- Full Unit Hal Louvered Hail Guard
- 7 Touchpilot Display Human Access
- Energy Management Module-Allows For Remote 4-20mA Chilled Water Reset
- Ground Fault Receptacle
- Dual Point Power
- Non-Fused Disconnect
- Flooded Evaporator, 2 pass, with heater
- Suction Line Insulation - Insulation is tubular closed-cell insulation. This option is recommended for areas of high dew, points where condensation may be a concern
- Remote Connection IP
- Low Sound Kit - Includes full compressor sound enclosure and muffler for each compressor
- Standard Compressor
- Control Transformer - Main power source supplies control circuit (line power voltage to 115VAC)
- High SCCR (65 kA)
- Isolation Valve(s) - Provides additional refrigerant isolation capability, and specific details are dependent upon which, evaporator type is selected
- Variable Speed Condenser Fans (includes Low Ambient Head Pressure Control) - This option permits start-up at 0°F (-18°C)
- Factory Startup w/ 1st Year Complete Unit Parts & Carrier Service Labor Warranty

AHRI Factory Testing: Carriers Charlotte NC manufacturing facility has its own AHRI certified air-cooled testing facility. Due to overwhelming internal demand for the engineering and testing for 2023 DOE compliant products Carrier is only allowing single machines to be tested per project. Owner will select which chiller is to be tested. Please note that all 30XV chiller have already been certified by AHRI and that additional individual project-based testing is unnecessary. Unit hold the following AHRI certification stamp meet or exceed certified performance.

See Next Page For Certification Stamp



Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Variable Speed Air-Cooled Screw Chiller

Qty: (2)

Model:
30XV-275

Mark For:
C-1 C-2

Dinwiddie Middle School



Hail Guard Not Shown

Unit Length (Steel Base): 282 in.
Unit Length (w/ Control Panel): 299 in.
Unit Width: 88 in.
Unit Height: 99 in.
Refrigerant Type: R-134a
Refrigerant Weight (Circuit A): 170 lb.
Refrigerant Weight (Circuit B): 180 lb.
Shipping Weight: 16,939 lb.
Entering/Leaving Water Connections: 8" Victaulic

Cooling Capacity: 275.4 Tons
Efficiency (EER) 10.34 BTU/Wh
IPLV: 18.27 BTU/Wh

Air-Cooled AquaForce Chiller 460-3-60
Variable Speed Screw Compressors With 50+ Year L10 Bearing Life
Carrier GreenSpeed Tech, Unit Varies Condenser Temp To Maximize Efficiency

The following items are included:

- Voltage: 460-3-60
- Unit Size: 275 Nominal Tons
- Dual 134a Refrigerant Circuits
- Standard Tier
- Full Hail Guard
- Micro Channel (MCHX) Condenser Coil
- 7 Touchpilot Display Human Access
- Energy Management Module-Allows For Remote 4-20mA Chilled Water Reset
- Ground Fault Receptacle
- Dual Point Power
- Non-Fused Disconnect
- Flooded Evaporator, 2 pass, with heater
- Suction Line Insulation - Insulation is tubular closed-cell insulation. This option is recommended for areas of high dew, points where condensation may be a concern
- Remote Connection IP
- Low Sound Kit - Includes full compressor sound enclosure and muffler for each compressor
- Standard Compressor
- Control Transformer - Main power source supplies control circuit (line power voltage to 115VAC)
- High SCCR (65 kA)
- Isolation Valve(s) - Provides additional refrigerant isolation capability, and specific details are dependent upon which, evaporator type is selected
- Variable Speed Condenser Fans (includes Low Ambient Head Pressure Control) - This option permits start-up at 0°F (-18°C)
- Factory Startup w/ 1st Year Complete Unit Parts & Carrier Service Labor Warranty

AHRI Factory Testing: Carriers Charlotte NC manufacturing facility has its own AHRI certified air-cooled testing facility. Due to overwhelming internal demand for the engineering ad test or 2023 DOE compliant products Carrier is only allowing single machines to be tested per project. Owner will select which chiller is to be tested. Please note that all 30XV chiller have already been certified by AHRI and that additional individual project-based testing is unnecessary. Unit hold the following AHRI certification stamp meet or exceed certified performance.



Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Model:
30XV-200

Mark For:
C-1

Midway Elementary School



Hail Guard Not Shown

Unit Length (Steel Base): 235 in.
 Unit Length (w/ Control Panel): 255 in.
 Unit Width: 88 in.
 Unit Height: 99 in.
 Refrigerant Type: R-134a
 Refrigerant Weight (Circuit A): 130 lb.
 Refrigerant Weight (Circuit B): 140 lb.
 Shipping Weight: 13,250 lb.
 Entering/Leaving Water Connections: 5" Victaulic

Cooling Capacity: 197.1 Tons
 Efficiency (EER) 10.38 BTU/Wh
 IPLV: 19.83 BTU/Wh

Air-Cooled AquaForce Chiller 460-3-60
Variable Speed Screw Compressors With 50+ Year L10 Bearing Life
Carrier GreenSpeed Tech, Unit Varies Condenser Temp To Maximize Efficiency

The following items are included:

- Voltage: 460-3-60
- Unit Size: 200 Nominal Tons
- Dual 134a Refrigerant Circuits
- Standard Tier
- Full Hail Guard
- Micro Channel (MCHX) Condenser Coil
- 7 Touchpilot Display Human Access
- Energy Management Module-Allows For Remote 4-20mA Chilled Water Reset
- Ground Fault Receptacle
- Dual Point Power
- Non-Fused Disconnect
- Flooded Evaporator, 2 pass, with heater
- Suction Line Insulation - Insulation is tubular closed-cell insulation. This option is recommended for areas of high dew, points where condensation may be a concern
- Remote Connection IP
- Low Sound Kit - Includes full compressor sound enclosure and muffler for each compressor
- Standard Compressor
- Control Transformer - Main power source supplies control circuit (line power voltage to 115VAC)
- High SCCR (65 kA)
- Isolation Valve(s) - Provides additional refrigerant isolation capability, and specific details are dependent upon which, evaporator type is selected
- Variable Speed Condenser Fans (includes Low Ambient Head Pressure Control) - This option permits start-up at 0°F (-18°C)
- Factory Startup w/ 1st Year Complete Unit Parts & Carrier Service Labor Warranty

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Certified in accordance with the AHRI Air-Cooled Water-Chilling Packages Certification Program, which is based on AHRI Standard 550/590 (I-P) and AHRI Standard 551/591 (SI). Certified units may be found in the AHRI Directory at www.ahridirectory.org.

Pricing

Total Price for items as listed above (excluding taxes) **\$486,946.00**
 Add For 2-5 Year Compressor Parts Only Warranty (excluding taxes) **\$32,299.00**

Please note the following clarifications in this proposal:

- 1st year parts only warranty (one (1) year from start-up or eighteen (18) months from date of shipment, whichever comes first) unless specified otherwise in this proposal.
- The following items are NOT included with the equipment identified above:
- Installation, rigging, carting.
- Equipment base/pad and anchor bolts.
- Any piping or accessories except as noted elsewhere in this proposal.
- Electrical work including power and control wiring except as noted elsewhere in this proposal.
- All instrumentation mounted in field piping.

- Any work or material furnished at Carrier's expense, must have written authorization and approval from Carrier prior to furnishing such service or materials. Immediately upon completion of such work, the approved price shall be invoiced for immediate processing of a credit memo and applied to your account. Deductions from our invoices or back charges for unauthorized work or materials will not be accepted.

Thank you for your business,

Lyle Sutherland | Commercial Sales Manager | Virginia | Carrier Corporation 2800 East Parham Road Richmond, Va 23228
Mobile: 804.28301947 | lyle.sutherland@Carrier.com



Lyle Sutherland
CARRIER-DSO-RICHMOND
Lyle.sutherland@Carrier.com

CARRIER CORPORATION
TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

1. PAYMENT AND TAXES - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.

2. EXTRAS - Equipment, parts or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.

3. RETURNS - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.

4. SHIPMENT - All shipments shall be F O B shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.

5. PARTIAL SHIPMENT - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.

6. DELAYS - Carrier shall not be liable for delays in manufacturing, shipping or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.

7. WARRANTY - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F O B point of sale, any equipment, part or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than Carrier. **THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

8. WORKING HOURS - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.

9. CUSTOMER RESPONSIBILITIES (Service Contracts only) - Customer shall

- Provide safe and reasonable equipment access and a safe work environment.
- Permit access to Customer's site, and use of building services including but not limited to water, elevators, receiving dock facilities, electrical service and local telephone service.
- Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
- Promptly notify Carrier of any unusual operating conditions.
- Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
- Provide adequate water treatment.
- Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
- Where Carrier's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
- Operate the equipment properly and in accordance with instructions.
- Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.

10. EXCLUSIONS - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform, (iii) improving product performance, operation, reliability, and maintainability, (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement, (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g. a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

- 15. DATA DELIVERY** - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld
- 16. REVERSE ENGINEERING** - Customer shall not extract, decompile or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier
- 17. WAIVER OF DAMAGES** - Under no circumstances shall Carrier be liable for any indirect, incidental, special or consequential damages, including loss of revenue or profit, loss of use of equipment or facilities, loss of data, or economic damages howsoever arising
- 18. LIMITATION OF LIABILITY** - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement
- 19. CANCELLATION** - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit
- 20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE** - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit
- 21. CARRIER TERMINATION** - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier
- 22. CLAIMS** - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose
- 23. GOVERNMENT PROCUREMENTS** - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARS, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier
- 24. HAZARDOUS MATERIALS** - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay
- 25. WASTE DISPOSAL** - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement
- 26. SUPERSEDE, ASSIGNMENT and MODIFICATION** - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO
- 27. CUSTOMER CONSENT** - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes
- 28. FOR WORK BEING PERFORMED IN CALIFORNIA** - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826
- 29. INTELLECTUAL PROPERTY** - Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder
- 30. DATA PRIVACY** - Carrier processes personal data in accordance with its privacy notice at Carrier.com or via the following link: <https://www.carrier.com/carrier/en/worldwide/legal/privacy-notice>. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA, and will not sell or exchange such personal data for anything of value
- 31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS** - The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption
- 32. CHANGE ORDER / ADDITIONAL WORK / PRICE ADJUSTMENTS** - Carrier will not perform additional work until such time as Carrier receives a change order, duly executed by each party, setting forth the scope and an agreed upon price for the additional work, as well as any appropriate adjustments to the delivery schedule. Additional work and/or materials supplied under any change order shall be subject to the terms of this Agreement. The price of services performed under this Agreement is subject to change due to increases in material costs related to tariffs, import duties, trade policy, epidemics, commodity or material costs, supplier costs, labor costs, or related impacts or market conditions. Such change shall come into effect on thirty (30) days' prior written notice from Carrier to Customer. The price of equipment supplied under this Agreement is subject to increase in accordance with the Producer Price Index (PPI) published by the U.S. Department of Labor Bureau of Labor Statistics (BLS) for commodity PCU33341-33341 HVAC and Commercial Refrigeration Equipment. Price escalation will be calculated as (i) total Agreement price multiplied by (ii) the PPI on date of equipment delivery to end customer, divided by (iii) PPI on date of execution of the Agreement. Total Agreement price is not subject to decrease
- 33. OCCUPATIONAL SAFETY AND HEALTH (See vice Contracts Only)** - Carrier and Customer agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act ("OSHA") relating in any way to the performance of work under this Agreement, the project or the job site
- 34. ANTI-DISCRIMINATION POLICY** - The Carrier Fostering a Respectful and Safe Work Environment policy is incorporated into these terms via this link: https://www.carrier.com/commercial/en/us/media/carrier-anti-discrimination-harassment-policy-02192021_tcm199-109843.pdf
- 35. EQUIPMENT RENTALS** - If all or a portion of this Agreement is for equipment rental, the Carrier Rental Systems Master Terms and Conditions - Rental, available at <https://www.carrier.com/rentals/en/us/rental-equipment/rental-forms/>, shall apply to the rental equipment



Commercial Start-Up and Optional Extended Warranty Pricing

Carrier Corporation • Syracuse, NY 13221

SUBJECT TO CHANGE WITHOUT NOTICE

30XV WITH GREENSPEED INTELLIGENCE AQUAFORCE AIR-COOLED ROTARY SCREW COMPRESSION LIQUID CHILLERS



Model	Nominal Size	Start-up		Compressor														
		1 Unit	Ea. Add'l	Parts Only														
				Year														
				1-1.5	2	2.5	2-3	2-3.5	2-4	2-4.5	2-5	2-5.5	2-6	2-6.5	2-7	2-7.5	2-10	2-10.5
**30XV	140-160	\$ 1,100	\$ 900	291	581	871	1,162	1,453	1,743	2,033	2,323	2,522	2,755	3,105	3,492	3,881	5,821	6,210
	180-200	1,100	900	349	697	1,046	1,394	1,743	2,091	2,440	2,788	3,026	3,306	3,726	4,192	4,658	6,986	7,452
	225-250	1,100	900	407	813	1,220	1,626	2,033	2,440	2,847	3,253	3,530	3,858	4,347	4,891	5,434	8,152	8,695
	275-300	1,100	900	465	929	1,394	1,859	2,324	2,788	3,253	3,717	4,034	4,469	5,108	5,746	6,385	9,577	10,216
	325	1,100	900	523	1,046	1,568	2,091	2,614	3,137	3,659	4,182	4,539	5,648	6,455	7,262	8,069	12,103	12,910
	350	1,100	900	563	1,126	1,689	2,252	2,815	3,378	3,941	4,503	4,888	6,083	6,952	7,820	8,690	13,034	13,903
	400	1,100	900	643	1,287	1,930	2,574	3,217	3,861	4,503	5,147	5,586	6,782	7,945	8,938	9,931	14,896	15,889
	450	1,100	900	724	1,448	2,172	2,896	3,619	4,344	5,067	5,790	6,284	6,867	7,739	8,707	9,674	14,510	15,478
500	1,100	900	804	1,608	2,412	3,217	4,021	4,825	5,630	6,434	6,982	7,630	8,599	9,674	10,748	16,123	17,198	

Model	Nominal Size	Start-up		Compressor														
		1 Unit	Ea. Add'l	Parts and Labor														
				Year														
				1-1.5	2	2.5	2-3	2-3.5	2-4	2-4.5	2-5	2-5.5	2-6	2-6.5	2-7	2-7.5	2-10	2-10.5
**30XV	140-160	\$ 1,100	\$ 900	673	1,346	2,019	2,692	3,365	4,038	4,711	5,383	5,843	6,384	7,194	8,093	8,993	13,489	14,389
	180-200	1,100	900	808	1,615	2,423	3,230	4,038	4,845	5,653	6,460	7,011	7,661	8,634	9,713	10,792	16,188	17,267
	225-250	1,100	900	943	1,884	2,826	3,768	4,711	5,653	6,595	7,537	8,180	8,938	10,073	11,332	12,591	18,887	20,146
	275-300	1,100	900	1,077	2,153	3,230	4,307	5,384	6,460	7,537	8,613	9,348	10,356	11,835	13,314	14,794	22,191	23,671
	325	1,100	900	1,211	2,423	3,634	4,845	6,056	7,268	8,479	9,690	10,517	13,087	14,957	16,826	18,696	28,044	29,914
	350	1,100	900	1,305	2,609	3,913	5,217	6,522	7,827	9,131	10,435	11,326	14,094	16,107	18,120	20,134	30,201	32,215
	400	1,100	900	1,491	2,982	4,473	5,963	7,454	8,945	10,435	11,926	12,944	15,714	18,408	20,709	23,011	34,515	36,816
	450	1,100	900	1,677	3,355	5,032	6,708	8,386	10,063	11,740	13,417	14,562	15,911	17,932	20,173	22,415	33,621	35,863
500	1,100	900	1,863	3,727	5,590	7,454	9,318	11,181	13,044	14,907	16,179	17,679	19,924	22,414	24,905	37,357	39,847	

** Start Up Required

36 STATE CONTRACTOR LICENSE NUMBERS – A list of Carrier’s state contractor license, certificate, and registration numbers, which list is incorporated herein, is available via this link <https://www.carrier.com/commercial/en/us/service/contractor-licenses>

37. ADDITIONAL TERMS AND CONDITIONS - CANNABIS INDUSTRY - If Customer is involved in the cannabis industry in the US as a manufacturer, distributor, or otherwise, the additional terms and conditions available at <https://www.carrier.com/commercial/en/us/legal/additional-terms>, which are incorporated herein, shall apply

Accepted By:	_____	Proposal Date:	<u>05/20/2022</u>
Name:	_____	Proposal Number:	<u>0522AGAL0173</u>
Title:	_____	PO Number: *	_____
Company:	_____	Project Name:	<u>Dinwiddie Schools V1.1</u>
Date:	_____		

Not to be construed as part of the selected Purchaser Order or incorporated into the Agreement



Brenda Austin <baustin@dcpsnet.org>

Fwd: [External]Air Cooled Chillers

1 message

Brenda Austin <baustin@dcpsnet.org>

Tue, May 24, 2022 at 11:35 AM

To: Christie Fleming <cfleming@dcpsnet.org>, Jimmy Davis <jdavis@dcpsnet.org>, Kari Weston <kweston@dcpsnet.org>

This all the information on the additional testing. What are your thoughts?

----- Forwarded message -----

From: **Mark Probst** <mprobst@rrmm.com>

Date: Tue, May 24, 2022, 10:26 AM

Subject: RE: [External]Air Cooled Chillers

To: Brenda Austin <baustin@dcpsnet.org>

I believe that DCPS definitely wants the compressor parts and labor warranty for \$32,299. However, the \$33K in additional expenses associated with the factory test for the other three chillers is discretionary. If you can utilize these funds on another project, I would do so. If not needed for another project, I would require Carrier to also perform these tests.

From: Brenda Austin <baustin@dcpsnet.org>

Sent: Tuesday, May 24, 2022 10:11 AM

To: Mark Probst <mprobst@rrmm.com>

Subject: Fwd: [External]Air Cooled Chillers

Your thoughts on this? They are still the lowest. Jimmy and Christie will be back next week.

Thanks

----- Forwarded message -----

From: **Sutherland, N Lyle** <lyle.sutherland@carrier.com>

Date: Tue, May 24, 2022 at 8:51 AM

Subject: RE: [External]Air Cooled Chillers

To: Brenda Austin <baustin@dcpsnet.org>

Cc: Mark Probst <mprobst@rrmm.com>

Brenda, yes total cost with all four machines being tested and before storage would be \$519,946.00. Please also note this number does not include the 2-5 year compressor parts & labor warranty of \$32,299.00. So total bid value would be \$552,245.00, see attached quote.

Please note AHRI Factory Testing: Carriers Charlotte NC manufacturing facility has its own AHRI certified air-cooled testing facility. Due to overwhelming internal demand for the engineering and testing or 2023 DOE compliant products Carrier is only allowing single machine to be tested per project. Owner will select which chiller is to be tested. Please note that all 30XV chiller have already been certified by AHRI and that additional individual project-based testing is unnecessary. Unit hold the following AHRI certification stamp meet or exceed certified performance.



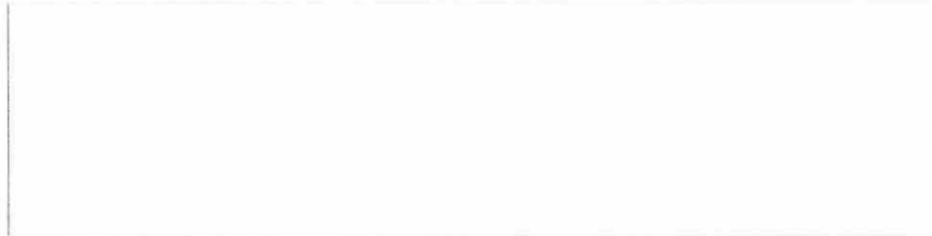
Regards

Lyle Sutherland | Commercial Sales Manager | Virginia & WV | Carrier Corporation

2800 East Parham Road Richmond, Va 23228

Mobile: 804.283.1947 | Lyle.sutherland@carrier.com

[Learn More About the Life Cycle Chiller](#)



From: Brenda Austin <baustin@dcpsnet.org>
Sent: Tuesday, May 24, 2022 8:36 AM
To: Sutherland, N Lyle <lyle.sutherland@carrier.com>
Cc: Mark Probst <mprobst@rmm.com>
Subject: Re: [External]Air Cooled Chillers

OK. Your bid was \$486,946.00 plus \$33,000.00 to test the other three chillers making it a total before storage of \$519,946.00. Do you agree with this amount? This would mean all four (4) chillers would be factory tested before being sent out to us.

Thank you for indulging me. I need to make sure I understand everything when I get asked these questions. Mr. Davis is out of the office this week, so we will get back with you when he returns.

Have a great day.

On Mon, May 23, 2022 at 4:43 PM Sutherland, N Lyle <lyle.sutherland@carrier.com> wrote:

Yes testing is in the base pricing I sent for one machine, value in bid was \$11,000.00

Regards

Lyle Sutherland | Commercial Sales Manager | Virginia & WV | Carrier Corporation

2800 East Parham Road Richmond, Va 23228

Mobile: 804.283.1947 | Lyle.sutherland@carrier.com

[Learn More About the Life Cycle Chiller](#)

From: Brenda Austin <baustin@dcpsnet.org>
Sent: Monday, May 23, 2022 4:38 PM
To: Sutherland, N Lyle <lyle.sutherland@carrier.com>
Subject: Re: [External]Air Cooled Chillers

I thought testing one machine was included in the bid price.

On Mon, May 23, 2022 at 4:02 PM Sutherland, N Lyle <lyle.sutherland@carrier.com> wrote:

Brenda, right now we have one machine being tested at \$11,000.00, it would be an additional \$33,000.00 to test the additional three machines. Total testing cost would be \$44,000.00.

Regards

Lyle Sutherland | Commercial Sales Manager | Virginia & WV | Carrier Corporation

2800 East Parham Road Richmond, Va 23228

Mobile: 804.283.1947 | lyle.sutherland@carrier.com

[Learn More About the Life Cycle Chiller](#)

From: Brenda Austin <baustin@dcpsnet.org>
Sent: Monday, May 23, 2022 3:55 PM
To: Sutherland, N Lyle <lyle.sutherland@carrier.com>
Subject: Re: [External]Air Cooled Chillers

Good Afternoon,

Thanks for your responses to our questions. I do have one more question. On Spec 4 AHRI testing, you mention that only one chiller would be tested at the factory. Can you tell me how much it would cost to have all four tested at the factory before we take ownership? I am not saying we are going to ask you to do this right now, I am just gathering information.

Thanks for your help. Have a good night.

On Mon, May 23, 2022 at 3:35 PM Sutherland, N Lyle <lyle.sutherland@carrier.com> wrote:

Brenda, Carrier factory is charging right at \$11,000 to test these size machines from 200-350 tons. From a cost perspective its not bad considering most of my competitors do not have onsite testing like Carrier. Their typical testing costs are much higher.

Regards

Lyle Sutherland | Commercial Sales Manager | Virginia & WV | Carrier Corporation

2800 East Parham Road Richmond, Va 23228

Mobile: 804.283.1947 | Lyle.sutherland@carrier.com

[Learn More About the Life Cycle Chiller](#)



From: Brenda Austin <baustin@dcpsnet.org>
Sent: Monday, May 23, 2022 3:11 PM
To: Sutherland, N Lyle <lyle.sutherland@carrier.com>
Subject: Re: [External]Air Cooled Chillers

Good Afternoon,

Thanks for your responses to our questions. I do have one more question. On Spec 4 AHRI testing, you mention that only one chiller would be tested at the factory. Can you tell me how much it would cost to have all four tested at the factory before we take ownership? I am not saying we are going to ask you to do this right now, I am just gathering information.

Thanks for your help. Have a good night.

On Fri, May 20, 2022 at 10:35 AM Sutherland, N Lyle <lyle.sutherland@carrier.com> wrote:

Brenda, again that you for your email and allowing my group at Carrier to clarify our proposal. Below is our response.

1. Spec Section 230500, 1.4 PROTECTION OF EQUIPMENT AND MATERIAL

Carrier included in proposal the standard 12 months from start-up complete unit parts & labor warranty, the extended 2-5 years compressor/refrigerant parts & labor warranty was missed by the team and was not listed on the Carrier proposal. I have included the pricing as a line item add and included the Carrier price page for documentation. Please review and let me know if you have any questions.

1. Spec Section 230500, 2.1.A.1 Compressor Tonnage AHRI Standard 550-90

Carrier meets and exceeds standard 550/590 & 551/591, the 30XV certified units may be found in the AHRI Directory.

1. Spec Section 230500, 2.1 A.7.b.2 Ultra Quiet Operation with Variable Speed Drives

Carrier will provide low sound serrated blade low noise composite condenser fans and compressor sound casings to minimize sound transmission. Fans are dynamically balanced for vibration free operation and have PVC coated fan guard, shown below

1. Spec Section 230500, 2.1.A.12 a-i

AHRI Factory Testing Carrier's Charlotte, NC manufacturing facility has its own AHRI certified air-cooled testing facility. Due to overwhelming internal demand for the engineering and testing for 2023 DOE compliant products, Carrier is only allowing single machines to be tested per project. Owner will select which chiller is to be tested. Please note that all 30XV chillers have already been certified by AHRI and that additional individual project-based testing is typically unnecessary and adds cost. Units hold the following AHRI certification stamp: *meet or exceed certified performance*.

Performance testing for single unit will be as follows:

- Test conditions will be AHRI standard 44/54 and ambient of 95F
- AHRI tolerance 550/590 for part & full load points 100%/75%/50%/25%
- AHRI tolerance 550/590 for NPLV & IPLV
- All factory instrumentation shall be per ARHI standard 550/590 certified & National Institute of Standard & Technology
- Certified test report will be generated and signed off by testing group and sent to Sales Engineer for submission to engineer.

Please note all 30XV's have already been tested and certified by AHRI test standards 550/590 & 552/591, typical factory testing is utilized for custom water cooled large rotational chillers as these machines are highly customizable. The 30XV is classified as a package chiller and now customization of the refrigerant circuit including compressor is available. Only external options that do not affect IPLV/NPLV performance are allowed, example would be hail guards or low ambient control.

Please let me know if you have any questions or concerns. Carrier looks forward to working with Dinwiddie Schools on this project.

Best Regards

Lyle Sutherland | Commercial Sales Manager | Virginia & WV | Carrier Corporation

2800 East Parham Road Richmond, Va 23228

Mobile: 804.283.1947 | Lyle.sutherland@carrier.com

[Learn More About the Life Cycle Chiller](#)

From: Brenda Austin <baustin@dcpsnet.org>
Sent: Tuesday, May 17, 2022 1:11 PM
To: Sutherland, N Lyle <lyle.sutherland@carrier.com>
Subject: [External]Air Cooled Chillers

Good Afternoon,

Per our telephone conversation this afternoon, this is the information we need verified on your Bid. Please include the lead time in your response.

We need confirmation from Carrier that the following specified items highlighted are included in their bid:

1. Spec Section 230500, 1.4

1.4 PROTECTION OF EQUIPMENT AND MATERIAL A. Manufacturer shall furnish written warranty stating that the air-cooled chillers furnished under this section of the Specifications shall be free from defects of materials and workmanship for a period of 12 months from date of chiller start up or 18 months from delivery, whichever comes first. In addition, the manufacturer shall provide an extended 2-5 year parts, labor and refrigerant warranty on all air-cooled chiller compressors.

1. Spec Section 230500, 2.1.A.1

1. The Manufacturer shall furnish air-cooled screw compressor water chillers as shown and scheduled on the drawings. The chillers shall be in accordance with this Specification and produce the specified tonnage per the scheduled data in accordance with AHRI Standard 550-90. In addition, chillers shall meet the minimum efficiency requirements of ASHRAE Standard 90.1 The unit shall bear the AHRI certification label as applicable

1. Spec Section 230500, 2.1.A.7.b.2

2) Ultra-Quiet Fans with Variable Speed Drives. First fan for each circuit shall be powered by variable speed drives. Fans shall provide vertical air discharge from extended orifices. Fans shall be composed of corrosion resistant aluminum hub and glass-fiber-reinforced polypropylene composite blades molded into a low-noise airfoil section. Fan impeller shall be dynamically balanced for vibration-free operation. Fan guards of heavy gauge, PVC (polyvinyl chloride) coated or galvanized steel

1. Spec Section 230500, 2.1.A.12.a-i

12. Verification of Capacity, Efficiency and Operation

- a. All proposals must include a 4 point (100%, 75%, 50%, 25%) AHRI approved performance test.
- b. Each chiller shall be factory performance tested in an ambient controlled, AHRI 550/590 approved test facility. The manufacturer shall supply a certified test report to confirm performance as specified. Proper AHRI certification documents for the test loop shall be made available upon request from the manufacturer for inspection. The performance test shall be conducted in accordance with AHRI Standard 550/590 procedures and tolerances.
- c. The test conditions shall be at AHRI standard rating conditions, 44F leaving evaporator, 54F entering evaporator and 95 ambient.
- d. The tolerance on capacity shall be as defined by AHRI Standard 550/590 for full and part load points.

- e. The tolerance on efficiency shall be defined by AHRI Standard 550/590 for IPLV/NPLV, full load and all part load test points.
- f. The performance test shall be run with clean tubes in accordance with AHRI Standard 550/590 to include the following:
 - g. A downward temperature adjustment shall be made to the design leaving evaporator water temperature to adjust from the design fouling to the clean tube condition.
 - h. The factory test instrumentation shall be per AHRI Standard 550/590, and the calibration of all instrumentation shall be traceable to the National Institute of Standards and Technology (formerly NBS).
 - i. A certified test report of all data shall be submitted to the Engineer and Owner prior to shipment to the job site. The factory certified test report shall be signed by an officer of the manufacturer's company. Preprinted certification will not be acceptable; certification shall be in the original.

Other than the above, the selections meet the specifications and drawings.

Thank you,



Brenda Austin
Finance Manager
Dinwiddie County Public Schools
14016 Boydton Plank Road
P.O. Box 7
Dinwiddie, VA 23841

804-469-4190 (phone)
804-469-4197 (fax)
www.dinwiddie.k12.va.us

The information conveyed in this communication is intended for the use of the original addressee(s), and may be legally privileged, confidential, and/or exempt from disclosure under applicable law. If this communication was not addressed or copied to you, then you have received it in error and are strictly prohibited from reading, copying, distributing, disseminating, or transmitting any of the information it conveys. If you received this communication in error, please destroy all electronic, paper, and other copies, and notify the sender of the error immediately. Accidental transmission of this communication is not intended to waive any privilege or confidentiality protected under Virginia's Freedom of Information Act.



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15 attachments



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LOW-NOISE AEROACOUSTIC™ FAN

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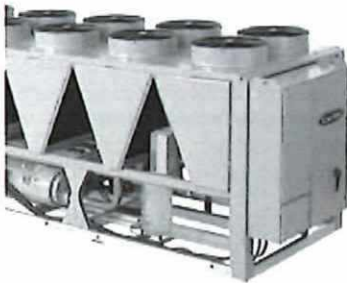


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DAVIS – BACON ACT:

As amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contract in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy 2 of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the non-Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by the Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by loans or grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

"General Decision Number: VA20230042 01/06/2023

Superseded General Decision Number: VA20220042

State: Virginia

Construction Types: Heavy (Heavy and Sewer and Water Line)

Counties: Dinwiddie, Goochland, Hopewell*, King And Queen, King William, New Kent, Petersburg*, Powhatan, Prince George and Sussex Counties in Virginia.

*INDEPENDENT CITIES

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all

Crane (Tower).....	\$ 23.29	6.02
Crane.....	\$ 23.15	
Loader.....	\$ 18.27	3.46
Mechanic.....	\$ 26.78	6.32
Trackhoe.....	\$ 12.75 **	1.24
Tugboat.....	\$ 19.00	

TRUCK DRIVER, Includes All
Dump Trucks.....\$ 13.59 ** 3.42

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

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://protect-us.mimecast.com/s/supHCG6rgWu94XkUQALD4?domain=dol.gov>.

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

The body of each wage determination lists the classification

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

=====

END OF GENERAL DECISION"

ATTACHMENT E – PRE-BID QUESTION FORM

(Use separate Form for each question submitted)

Date: 02/01/2023

Project Title: CHILLER / BOILER UPGRADES – MIDWAY ES, DINWIDDIE ES & DINWIDDIE MS

IFB No.: 23 - 012423-1

The following question concerns Drawing Sheet (number) _____:

The following question concerns Specifications Section (number) ²³⁰⁹⁰⁰_____, page 3, paragraph 2.1 :

Specification reads Johnson Controls only but Mid Atlantic Controls Corp. has successfully added controls into Dinwiddie Administration and School buildings previously and would like to know if we can have the opportunity to place a competitive bid.

RESPONSE: No substitutions shall be permitted for controls.

All responses to questions will be made by Addendum.

Question submitted by: Clay Swiger Mid Atlantic Controls Corp.
Name Organization

Bidders shall submit form to: Brenda Austin Dinwiddie County Public Schools
Name Organization

Email address: baustin@dcpsnet.org

ATTACHMENT E – PRE-BID QUESTION FORM

(Use separate Form for each question submitted)

Date: FEB 7, 2023

Project Title: CHILLER / BOILER UPGRADES – MIDWAY ES, DINWIDDIE ES & DINWIDDIE MS

IFB No.: 23 - 012423-1

The following question concerns Drawing Sheet (number) _____:

The following question concerns Specifications Section (number) 230500, page 2, paragraph 2.1A.2.

CAN ANOTHER BRAND OF FLEX-WATERTUBE BOILER BE CONSIDERED?
PLEASE SEE ATTACHED, AN OFFERING FROM UNILUX.
NOTE, THE "FLX" MENTIONED AS AN ALTERNATE IS A COPY OF
THE UNILUX DESIGN.

RESPONSE: Cleaver Brooks "FTX" is the only approved alternate to the basis-of-design boiler for all 3 schools.

All responses to questions will be made by Addendum.

Question submitted by: SCOTT HOUGHTALING HOUGHTALING ASSOCIATES, INC.
Name Organization

Bidders shall submit form to: Brenda Austin Dinwiddie County Public Schools
Name Organization

Email address: baustin@dcpsnet.org

ATTACHMENT E – PRE-BID QUESTION FORM

(Use separate Form for each question submitted)

Date: FEB 7, 2023

Project Title: CHILLER / BOILER UPGRADES – MIDWAY ES, DINWIDDIE ES & DINWIDDIE MS

IFB No.: 23 - 012423-1

The following question concerns Drawing Sheet (number) _____:

The following question concerns Specifications Section (number) 230500, page 3, paragraph 5.i:

WHY IS SEALED-DUCTED COMBUSTION AIR INTAKE REQUIRED?
NONE OF THE EXISTING UNITS HAVE THIS. FROM THE SITE WALKTHRU
IT SEEMED THERE WAS SUFFICIENT COMBUSTION AIR IN EACH ROOM.

RESPONSE: Direct intake is a code requirement at Dinwiddie MS due to an AHU being located in the same room as the boilers. Direct intake was provided at the other locations to avoid the requirement to temper large amounts of outside air as it gets drawn into the mechanical spaces. Only direct intake of combustion air will be allowed at each location.

All responses to questions will be made by Addendum.

Question submitted by: Scott Houghtaling Name Houghtaling Assoc., Inc. Organization

Bidders shall submit form to: Brenda Austin Name Dinwiddie County Public Schools Organization

Email address: baustin@dcpsnet.org

ATTACHMENT E – PRE-BID QUESTION FORM

(Use separate Form for each question submitted)

Date: FEB 7, 2023

Project Title: CHILLER / BOILER UPGRADES – MIDWAY ES, DINWIDDIE ES & DINWIDDIE MS

IFB No.: 23 - 012423-1

The following question concerns Drawing Sheet (number) _____:

The following question concerns Specifications Section (number) 230500, page 5, paragraph B.2, a.

TWO OF THE ALTERNATES LISTED ARE NOT FLEX-WATERTUBE BOILERS.
ARE CAST IRON SECTIONALS ALSO ALLOWED?

RESPONSE: Only Cleaver Brooks "FTX" is an acceptable alternate to the basis-of-design boiler at each school. Please revise Section 230500 2.1.B.2.A to read:

"Manufacturer shall meet all aspects of the specifications. Basis-of-design is Bryan "RV". Acceptable alternate is Cleaver Brooks "FTX"."

Question submitted by: SCOTT HOUGHTALING HOUGHTALING ASSOC. INC.
Name Organization

Bidders shall submit form to: Brenda Austin Dinwiddie County Public Schools
Name Organization

Email address: baustin@dcpsnet.org