

Port of Port Townsend

BID AND CONTRACT DOCUMENTS
for

2021 PAVILION BUILDING HVAC
at
355 Hudson Street, POINT HUDSON
in PORT TOWNSEND, WASHINGTON

Eron Berg, Executive Director
Port of Port Townsend
2701 Jefferson Street
PO Box 1180
Port Townsend, WA 98368
360-385-0656 (Main)
360-385-3988 (FAX)

Approved for Bid:

Eron Berg, Executive Director

August 24, 2021

The Engineering Plans and Specifications in this document were prepared under the supervision
and direction of Terrapin Architecture (360) 379-8090
and Sound Mechanical Consulting, INC. (206) 780-5157

BIDDING & CONTRACT DOCUMENTS

1. INVITATION TO BID	1 pages
2. BID PROPOSAL & BID FORM.....	2 pages
3. BIDDERS' INFORMATION	3 pages
4. AGREEMENT	11 pages
5. LABOR & MATERIALS BOND.....	3 pages
6. PERFORMANCE BOND.....	3 pages
7. DRAWINGS & SPECIFICATIONS	3 pages

INVITATION TO BID 2021 PAVILION BUILDING HVAC SYSTEM

Sealed bids will be received by the Port of Port Townsend, 2701 Jefferson Street, PO Box 1180, Port Townsend, WA 98368, karen@portofpt.com, up to but no later than 2:00 pm, Tuesday, September 14, 2021, for the 2021 PAVILION BUILDING HVAC SYSTEM.

The project includes procurement and installation of 8-ton and 3-ton split system heat pumps with heat recovery ventilation operating as a dedicated outside air system, to ventilate and condition air within the 2,732 sf building located at 355 Hudson Street in Port Townsend, Washington.

Questions should be directed to:

Chris Sparks
Maintenance Manager
Port of Port Townsend
360 301-0347 cell
Chris@portofpt.com

Bidders may request a site visit prior to the bid opening by contacting Chris Sparks, Maintenance Manager at the above address. Bids shall be clearly marked "2021 PAVILION BUILDING HVAC SYSTEM"

submitted in a sealed envelope in person, via US Mail, or by email to:

Karen Erickson
Executive Assistant
Port of Townsend
PO Box 1180 (*US Mail*)
2701 Jefferson Street (*ground deliveries*)
Port Townsend, WA 98368
karen@portofpt.com

The contract will be awarded to the lowest responsible bidder. The Port of Port Townsend reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding, and to accept the bid deemed in the best interests of the Port. Contractor must pay prevailing wages. Current wages for Jefferson County can be found at the following website: <https://secure.lni.wa.gov/wagelookup/> or a printed version can be provided upon request.

The successful bidder will enter into an Agreement with the Port within five (5) days after receipt of a Notification of Intent to Award. Bidders shall not withdraw their bid after the bid opening, or before award of the contract, unless award is delayed by more than forty-five (45) days.

A Labor and Materials Payment Bond and a Performance Bond are required. A Proposal Guarantee (Bid Bond) is not required.

BID PROPOSAL & BID FORM

2021 PAVILION BUILDING HVAC SYSTEM - POINT HUDSON

BID PROPOSAL

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Port of Port Townsend, in the form included in the Contract Documents, to perform the work as specified or indicated in the Contract Documents entitled “2021 PAVILION BUILDING HVAC SYSTEM”
2. Bidder accepts all of the terms and conditions of the Contract Documents, including without limitation those in the Invitation to Bid and Bidder’s Information.
3. This Bid will remain open for the period stated in the Invitation to Bid unless otherwise required by law. Bidder will enter into an Agreement with the Port within the time and in the manner required in the Invitation to Bid, and will furnish insurance certificates, Payment Bond and Performance Bond required by the Contract Documents.
4. Bidder has examined copies of the Contract Documents including the following addenda. The Bidder hereby acknowledges receipt of Addenda issued for this project.

Addendum No.	Date Received	Name of Recipient

5. Bidder has familiarized itself with the nature and extent of the Contract Documents, work site, locality where the work is to be performed, applicable legal requirements (federal, state and local laws, ordinances, rules and regulations), the conditions affecting cost, progress or performance of the work and has made such independent investigations as Bidder deems necessary.
6. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or occupation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the Port of Port Townsend.
7. Bidder agrees not to withdraw its bid for a period of forty five (45) calendar days after the bid opening date.

BID FORM

Bid Amount as described on the project drawings/specifications:

\$ _____ Lump Sum (including Washington State Sales Tax)

Bidder further agrees to complete the work required under the Contract Documents within the Contract Time stipulated and to accept in full payment the Total Project Bid Price submitted herewith.

Dated: _____ Bidder: _____

By: _____

Title: _____

A Proposal Guaranty (Bid Bond) is not required.

BIDDERS' INFORMATION
2021 PAVILION BUILDING HVAC SYSTEM

PROPOSED SUBCONTRACTORS (RCW 39.30.060 if applicable): This invitation to bid is expected to cost less than ((one million dollars)) \$1,000,000 for the construction, alteration, or repair of this public building. A subcontractor list is not required as a condition of award of this project.

TIME FOR COMPLETION:

Subject to delays granted due to conditions entitling the Contractor to an extension of time under the Contract Documents, the undersigned agrees to complete all work under this Contract within 21 calendar days beginning with the tenth calendar day after the date of written notice to proceed with the work. Notice to proceed will be issued at a mutually agreeable time after the contractor is allowed a reasonable time for procurement of all materials needed for this project.

BIDDER'S GENERAL INFORMATION:

The Bidder shall furnish the information required below. Additional sheets shall be attached as required. Failure to complete Items 1, 3, 5 and 8 shall cause the bid to be non-responsive and may cause its rejection. In any event, no award will be made until all of the Bidder's General Information (i.e., Items 1 through 8, inclusive) is delivered to the Port.

(1) Contractor's name and address: _____

(2) Contractor's telephone number: _____

(3) Contractor's license: Primary classification: _____

State License Number and Expiration Date: _____

Supplemental classifications held, if any: _____

Name of Licensee, if different from (1) above: _____

(4) Name of person who inspected site of proposed work from your firm:

Name(s):

Date(s) of Inspection:

(5) Surety Company AM BEST rating:

(6) Attach to this bid the experience resume of the person who will be designated chief construction superintendent or on-site construction manager.

(7) Attach to this bid a financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Contractor's current financial condition.

(8) Attach to this bid a list of at least three construction contracts completed by the Contractor during the last five years involving work of similar type and comparable value. The list shall include the following information as a minimum:

- Names, address and telephone number of project owner.
- Name of project.
- Brief description of the work involved.
- Contract amount.
- Date of completion of contract.
- Name, address and telephone number of architect or engineer.
- Name of owner's project engineer.

Port of Port Townsend

AGREEMENT FOR

2021 PAVILION BUILDING HVAC SYSTEM– POINT HUDSON

ARTICLE 1: AGREEMENT

THIS AGREEMENT is dated this _____ day of _____ in the year 2021, by and between the Port of Port Townsend, PO Box 1180, 2701 Jefferson Street, Port Townsend, WA 98368, hereinafter “the Port” or “the Owner” and _____, hereinafter “the Contractor”.

The Port and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 2: WORK:

Work under this Agreement is described by the Project Plans and Specifications and the incorporated Contract Documents. The work includes procurement and installation of a 8-ton and 3-ton split system heat pumps with heat recovery ventilation operating as a dedicated outside air system, to ventilate and condition air within the 2,732 sf building located at 355 Hudson Street in Port Townsend, Washington.

The CONTRACTOR shall provide and bear all expense of all equipment, materials, and labor of any sort whatsoever, that may be required for construction and completion of the work provided for in this Contract.

In the event of any conflict between the provisions of this Agreement and the incorporated Contract Documents, including Standard Specifications, Supplementary Specifications, and other terms and conditions, the provisions of this Agreement shall control. The conflict shall be brought to the attention of the Port.

CONTRACTOR is solely responsible for obtaining any and all applicable permits from the City of Port Townsend.

CONTRACTOR is also responsible for ensuring adequate worker safety and compliance with the Washington Industrial and Health Act requirements of Chapter 49.17 RCW.

CONTRACTOR is solely responsible for compliance with all applicable laws, regulations, and requirements, including and in addition to those specified in this Contract.

ARTICLE 3: ASSIGNMENT

CONTRACTOR shall not assign this Contract except with prior written consent of the PORT.

ARTICLE 4: MATERIALS SPECIFICATION:

Materials and equipment for this project shall meet the minimum specifications and be in conformance with laws and regulations as established by all current local, state, and national codes for projects of this type.

ARTICLE 5: DRUG-FREE WORKPLACE POLICY:

The PORT has adopted a Drug-Free Workplace Policy that the workplace will be a drug-free environment conducive to conducting the PORT’s business free from unlawful manufacture, distribution, dispensing,

possession or use of controlled substances. This policy applies to PORT Commissioners, PORT employees, and contractors conducting business on PORT property. A copy of the drug Free Workplace Policy will be provided to CONTRACTOR prior to commencement of on-site work.

ARTICLE 6: EQUAL OPPORTUNITY POLICY:

All persons or entities performing work for the Port shall provide equal opportunity to all of its employees and applicants for employment and assure that there is no discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, age, marital status, or physical disability unless based upon a bona fide occupational qualification. All persons or entities performing work for the Port must ensure that the foregoing extend to all areas of employment and to all relations with employees including recruitment, selection, placement, compensation, promotion and transfer, training, daily working conditions, awards and benefits, and all other terms and conditions of employment as provided for in state and national laws. Contractor hereby agrees to abide by applicable regulations for the duration of the work under this Contract.

ARTICLE 7: PREVAILING WAGES:

The PORT is committed to comply with the Washington Public Works Act, Chapter 39.12 RCW entitled "Prevailing Wages on Public Works", and Chapter 49.28 RCW entitled "Hours of Labor". It shall be the PORT's intention that the prevailing rate of wages be paid on all public works projects, regardless of the contract amounts. The responsibilities for adherence to the Public Works Act are specified in the Statement of Intent, Prevailing Wages in Public Works document. All contractors to the PORT will be required to comply with the responsibilities outlined therein. CONTRACTOR must pay all fees and obtain all forms and provide such information related to paying prevailing wages, applicable to this project, including STATEMENT OF INTENT TO PAY PREVAILING WAGES and AFFIDAVIT OF WAGES PAID forms.

A Statement of Intent to Pay Prevailing Wages and current prevailing wage rates for the Work must be posted on the Work site. At the conclusion of the Contract, the CONTRACTOR and its subcontractors shall submit Affidavits of Wages Paid to the Department of Labor and Industries for certification by the director. Final payment on the Contract shall be withheld until certification from the director has been received by the PORT that the prevailing wage requirements of the statute have been satisfied. The CONTRACTOR certifies that it has not been cited for two violations within the last five (5) years and is not prohibited from bidding on public works contracts. The CONTRACTOR further certifies that it will use no subcontractor who is prohibited.

ARTICLE 8: BONDING:

CONTRACTOR shall provide and maintain in force for the term of the Contract, a 100% Performance/Material and Labor Payment bond for the amount of the Contract Price plus Washington State Sales Tax. The Surety providing the bond shall be licensed to conduct business in the State of Washington. These bonds are to be submitted to the PORT no later than (14) calendar days after the execution of this Agreement.

At CONTRACTOR'S option, a Performance Bond does not have to be provided if the payment retainage clause as described in Article 19 is elected to be followed.

ARTICLE 9: INSURANCE:

The CONTRACTOR shall provide Comprehensive General Liability and Property Damage insurance and shall provide that the PORT be named as an insured. The policy or policies shall provide coverage to the PORT on an occurrence basis for the duration of the Work. The PORT will not accept any certificate of

insurance or accord form certificate as a substitute for an actual policy of coverage. Any exclusions, exemptions, exceptions, or other policy coverage limitations of the policy, including any identifying particular activities or actions of the PORT, must first be reviewed by and written acceptance provided by the PORT before commencement of the Work. The failure to provide insurance coverage acceptable to the PORT shall be deemed to constitute non-acceptance of the Contract by the CONTRACTOR. The PORT reserves the right to then award the Contract to the next acceptable bidder.

CONTRACTOR shall have Comprehensive General Liability coverage, of no less than \$1,000,000.00 combined single limit per occurrence. Said policy shall be in effect for the duration of the Contract period.

If the insurance is written with stipulated amounts deductible under the terms of the policy, the CONTRACTOR shall pay the difference attributable to deductions in any payments made by the insurance carrier on claims paid by the insurance.

The PORT assumes no risk of loss by fire or any other casualty to any portion of the Work or equipment, whether completed, in process of construction or installation or stored on or off the premises, or at premises during the term of the Contract for any portion of the construction. The monthly payments to the CONTRACTOR shall not be construed as creating an insurable interest by or for the PORT, or as relieving the CONTRACTOR or the CONTRACTOR'S sureties of responsibility for loss by fire or other casualty occurring prior to final acceptance of the Work. It is understood that the Work under this Contract is to be done at the CONTRACTOR'S risk, and that the CONTRACTOR is familiar with the conditions, and other contingencies likely to affect the Work, and that the CONTRACTOR is to assume the responsibility and risk of any loss or damage to materials or work which may arise from any cause whatsoever until same shall be promptly repaired, replaced, or rebuilt by the CONTRACTOR after any loss or damage and the Work finally accepted by the PORT.

Unless otherwise provided, the CONTRACTOR shall purchase and maintain All Risk Insurance for public liability and property damage and physical loss or damage including, without duplication of coverage, theft, vandalism, and malicious mischief upon the building structures, and other features of the site subject to fire, theft, vandalism and malicious mischief. The insurance shall provide coverage for the PORT, the CONTRACTOR, and all Subcontractors performing Work on projects under the Contract or authorized by the PORT, as well as provide coverage for the PORT for the limits specified. The property insurance shall be written on the completed value form.

Property Insurance provided by the CONTRACTOR shall include a limit equal to the completed value of 115 percent of the cost of replacement at the time of Contract.

The insurance shall include the interests of the PORT, CONTRACTOR, Subcontractors and Sub-subcontractors as their interests may appear. Loss shall be adjusted with the PORT and made payable to the PORT as trustee for the insured, as their interest may appear.

The coverage provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages that may arise from any act or omission of the PORT, the CONTRACTOR, Subcontractor, or by anyone directly or indirectly employed by any of the parties involved.

Certificates of insurance will be provided to the PORT prior to starting actual Work at the site. All insurance policies and certificates shall reference the: 1) project name, 2) project location, and 3) shall provide that the PORT, its elected and appointed officials, its employees and agents are named as additional insured in respect to the Work and obligations to be performed by the CONTRACTOR.

ARTICLE 10: INDEMNIFICATION:

CONTRACTOR shall indemnify, defend and hold the PORT harmless from and against any and all liability, damages, actions, or claims for personal injury and/or property damages made by any employee or agent of CONTRACTOR or by any third party arising from the performance of this Contract. Such indemnification shall include attorney fees incurred by the PORT in responding to any such claim.

The PORT agrees to indemnify, defend, and hold CONTRACTOR harmless from any and all liabilities, damages, or actions, including attorney fees arising from the PORT's negligence or misconduct, or from its contractors, subcontractors, or any party for whom the PORT is legally liable, and arising from the project that is the subject of this Contract.

ARTICLE 11: SAFETY:

CONTRACTOR shall take necessary precautions for the safety of his employees on the Work, and shall comply with all applicable provisions of federal, state and municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the Project site. CONTRACTOR shall perform whatever work is necessary for safety and be solely and completely responsible for conditions of the job site, including the safety of all persons and property during the contract period. This requirement applies continuously and is not limited to normal working hours.

ARTICLE 12: WARRANTIES AND COMPLETION:

CONTRACTOR warrants to the PORT that all materials and equipment furnished under this Contract will be new, unless otherwise specified, and that all Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Drawings and Specifications. CONTRACTOR agrees to promptly repair, replace and correct all Work performed by it under this Contract which proves to be damaged or defective in material and workmanship within a period of one year from the Date of Substantial Completion.

Upon completion of the Work and before final inspection, the CONTRACTOR shall clean the entire premises occupied or used in connection with the Work of all rubbish, surplus and discarded materials, false work, temporary structures, equipment, and debris. The entire Work premises shall be left in a clean, neat, and presentable condition. CONTRACTOR shall not remove warning, regulatory, or guide signs prior to Final Completion except as requested by the Engineer.

ARTICLE 13: PERMITS:

CONTRACTOR agrees to pay for any and all permit fees necessary for providing the services required to fulfill the terms of this Contract.

CONTRACTOR shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

If CONTRACTOR performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the PORT, CONTRACTOR shall assume full responsibility for such Work and shall bear the attributable costs.

ARTICLE 14: SUBCONTRACTORS:

All portions of the Work that CONTRACTOR does not perform with CONTRACTOR's own forces shall be performed under subcontracts. No contractual relationship shall exist between the PORT and any Subcontractor, nor are subcontractors intended or incidental third-party beneficiaries to this Contract. CONTRACTOR shall be responsible for the management of the Subcontractors in the performance of

their Work and shall require subcontractors and sub-subcontractors to comply with the requirements of this Contract and all Contract Documents.

ARTICLE 15: CHANGES IN THE PROJECT:

The PORT reserves the right to make, at any time during the work, such changes in quantities and such alterations in the works as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the contract nor release the surety, and the CONTRACTOR agrees to perform the work as altered.

The PORT will issue a written change order for any changes unless the remainder of this section provides otherwise. If the alterations or changes in quantities significantly change the character of the work under the contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the CONTRACTOR in such amount as the PORT may determine to be fair and equitable.

The CONTRACTOR shall proceed with the work upon receiving a written change order approved by the PORT, or an oral order from the PORT before actually receiving the written change order.

The CONTRACTOR may protest the change order as provided below, if the CONTRACTOR is in disagreement with anything required in a change order, another written order, or an oral order from the PORT, including any direction, instruction, interpretation, or determination by the PORT or its Architect, the CONTRACTOR shall, immediately give a signed written notice of protest to the PORT before doing the work, and supplement the written protest within 15 calendar days with a written statement.

If the protest is continuing, the information required above shall be supplemented as requested by the PORT. In addition, the CONTRACTOR shall provide the PORT, before final payment, a written statement of the actual adjustment requested. Throughout any protested work, the CONTRACTOR shall keep complete records of extra costs and time incurred. The CONTRACTOR shall permit the PORT access to these and any other records needed for evaluating the protest as determined by the PORT. The PORT will evaluate all protests provided the procedures in this section are followed. If the PORT determines that a protest is valid, the PORT will adjust payment for work or time. No adjustment will be made for an invalid protest.

In spite of any protest, the CONTRACTOR shall proceed promptly with the Work as the PORT orders.

The CONTRACTOR accepts all requirements of a change order by endorsing it, writing a separate acceptance, or not protesting in the way this section provides.

A change order that is not protested as provided in this section shall be full payment and final settlement of all claims for contract time and for all costs of any kind, including costs of delays, related to any work either covered or affected by the change. By not protesting as this section provides, the CONTRACTOR also waives any additional entitlement and accepts from the PORT any written or oral order (including directions, instructions, interpretations, and determinations). By failing to follow the procedures of this section, the CONTRACTOR completely waives any claims for protested work.

ARTICLE 16: TERMINATION OF CONTRACT

The PORT may terminate the Contract upon written notice to the CONTRACTOR whenever the CONTRACTOR is deemed to be in default or violates the provisions of the Contract by failing,

neglecting, or refusing to proceed according to and in full compliance with the Contract Documents. Upon termination the PORT may exclude the CONTRACTOR from the site and shall take possession of the Work and all of the materials and equipment for which the PORT has paid any amount to the CONTRACTOR. The CONTRACTOR shall be entitled to payment for portions of the Work satisfactorily completed prior to termination, less costs incurred by the PORT as a result of the CONTRACTOR's default.

The PORT shall have the right to terminate this Contract for any reason whatsoever by notice in writing to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue the Work unless the notice specifies otherwise. Upon such termination, CONTRACTOR shall be paid in ordinary course of business for all Work satisfactorily completed to the date of termination.

ARTICLE 17: CONTRACT TIME:

Subject to delays granted due to conditions entitling the CONTRACTOR to an extension of time under the Contract Documents, the undersigned agrees to complete all work under this Contract within twenty-one (21) calendar days beginning with the tenth calendar day after the date of written notice to proceed with the work. Notice to proceed will be issued at a mutually agreeable time after the contractor is allowed a reasonable time for procurement of all materials needed for this project.

ARTICLE 18: CONTRACT PRICE:

The PORT (Owner) shall pay CONTRACTOR for completion of the work in accordance with the amounts set forth in the Bid Schedule, including Washington State sales tax, as summarized below:

Total Agreement Amount: \$ _____

ARTICLE 19: MEASUREMENT AND PAYMENT:

The CONTRACTOR shall provide a performance/material and labor payment bond as per Article 8, the retainage held shall be five percent (5%) of the amount due and payable, as per Chapter 60.28 RCW and payable until such time as the contract is fully completed and satisfies all required final inspections and certifications, including, but not limited to: Department of Revenue; Department of Labor and Industries; and Department of Employment Security.

The CONTRACTOR shall provide monthly statements which shall indicate the Percentage of completion of each portion of the Work as of the end of the period, covered by the statement.

Statements received by the tenth day of the month and approved by the PORT will be processed for payment the same month.

The PORT'S representative shall determine the amounts owing to the CONTRACTOR based on observations at the site and on evaluations of CONTRACTOR'S statements and shall issue to the PORT certification for payment.

All progress payments shall be subject to withholding of the retained percentage as provided in this Article 19. Washington State Sales Tax shall be included on each statement submitted by the CONTRACTOR.

CONTRACTOR guarantees that title to all Work, materials and equipment covered by an Application for Payment will pass to the PORT upon receipt of such payment by the CONTRACTOR, free and clear of all liens, claims, security interests or encumbrances.

ARTICLE 20: CONTRACTOR RECORDS:

CONTRACTOR shall maintain an acceptable cost accounting system. CONTRACTOR agrees to make all books and records available to the PORT for inspection, review, photocopying and audit in the event of a Contract related dispute, claim, modification or other Contract related action at reasonable times and at places designated by the PORT. CONTRACTOR agrees to maintain all books, records, and reports required under this Contract for a period of not less than three years after final payment is made and all pending matters are closed.

ARTICLE 21: DISPUTE RESOLUTION:

Venue for all claims, disputes, and matters of question arising out of or relating to this Contract, or the breach thereof, shall be decided in the Superior Court of Jefferson County, State of Washington. In the event suit is brought to enforce the provisions of this Contract, the prevailing party shall be entitled to recover reasonable attorney fees to be fixed by the court together with such party's actual reasonable costs.

ARTICLE 22: NON-COLLUSION

No Commissioner or employee of the PORT who exercises any functions or responsibilities in the review or approval of the services to be provided by CONTRACTOR, will participate in any decision which affects CONTRACTOR directly or indirectly.

CONTRACTOR covenants that their employees, presently have no interest and shall not acquire an interest which would conflict in any manner or degree with its performance under this Contract.

ARTICLE 23: AUTHORIZED REPRESENTATIVES

For purpose of notification, all notices to be delivered, or amendments thereto, the authorized representative shall be:

Port of Port Townsend (Owner)

Eron Berg
Executive Director
Port of Port Townsend
P. O. Box 1180
Port Townsend, WA 98368
Phone: 360-385-0656
Fax: 360-385-3988

Contractor

ARTICLE 24: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between the PORT and CONTRACTOR concerning the work consist of this Contract and the following attachments to this Contract:

- Invitation to Bid.
- Bid Proposal and Bid Form and all required certificates and affidavits.
- Bidders' Information.
- Labor and Material Bonds.
- Performance Bond.
- Special Provisions (if any).
- Drawings and Specifications consisting of 3 pages

- Addenda numbers _____ inclusive.

Change Orders which may be delivered or issued after Effective Date of the Contract and are not attached hereto.

There are no Contract Documents other than those listed in this Article. The Contract Documents may only be amended by Change Order as provided for in Article 15 of this Contract.

ARTICLE 25: MISCELLANEOUS.

An assignment by a party hereto of any rights under or interests in the Contract Documents will not be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, an assignment will not release or discharge the assignor from any duty or responsibility under the Contract Documents.

The PORT and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Dated this _____ day of _____ 2021.

Port of Port Townsend

Contractor

By: Eron Berg
Executive Director

By:

License Number

Approved as to Form:

Port Attorney

LABOR AND MATERIALS PAYMENT BOND

INFORMATION ONLY

The following form must be executed and submitted by the successful Bidder within ten (10) days following notice of award.

LABOR AND MATERIALS PAYMENT BOND

We _____ as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to the Port of Port Townsend (hereinafter called the Owner) for payment of the penal sum of _____ Dollars (\$ _____), lawful money of the United States in connection with the owner's award to the Contractor of a contract for construction of the following project:

**Port of Townsend
2021 PAVILION BUILDING HVAC SYSTEM
(POINT HUDSON)**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, and pay all laborers, mechanics, and subcontractors and materialmen, taxing authorizes and all persons who supply such person or persons or subcontractors with material, equipment and supplies for the carrying on of such work, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Port against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall be in force until completion of the Project and acceptance by the Port, and also for such period thereafter during which the law allows claims to be filed and sued upon.

This bond is provided pursuant to and in compliance with RCW Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth herein.

Surety agrees that no change, extension of time, modifications, or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Port is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Port reasonable attorney's fees incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

Executed in four original counterparts on _____, 2021

CONTRACTOR: _____

By: _____

Title: _____

(Attach acknowledgment of authorized representative of Contractor).

Any claims under this bond made in accordance with RCW 39.08 may be addressed to:

(Name and address of Surety) _____

(Name & address of Surety's agent for service of process in Washington if different from above):

(Telephone No. of Surety's Washington agent): _____

(Attach acknowledgment)

Surety: _____

By: Its Attorney-in-Fact _____

Notice: Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

PERFORMANCE BOND

INFORMATION ONLY

The following form must be executed and submitted by the successful bidder within ten (10) days following notice of award.

PERFORMANCE BOND

We _____ as Principal, and _____ as Surety, jointly and severally bind ourselves, our heirs, successors and assigns as set forth herein to the PORT OF PORT TOWNSEND (hereinafter called the Owner) for payment of the penal sum of _____ Dollars (\$ _____) lawful money of the United States in connection with the owner's award to the Contractor of a contract for construction of the following project:

**Port of Townsend
2021 PAVILION BUILDING HVAC SYSTEM
(POINT HUDSON)**

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall in all respects faithfully perform all obligations and provisions in the said Contract, this obligation shall become null and void; otherwise, it shall remain in full force and effect, and Surety shall defend and indemnify Owner against any loss or damage due to the failure of the Principal to strictly perform all obligations of the Contract.

This bond shall remain in force for a period of at least two (2) years after Substantial Completion, with respect to defective workmanship and materials, and shall otherwise secure all other obligations of the Contractor throughout any other periods of limitation.

This bond is provided pursuant to and in compliance with RCW Chapter 39.08, the terms and requirements of which statute are incorporated herein as though fully set forth herein.

Surety agrees that no change, extension of time, modification, or addition to the terms of the Contract, or the work to be performed thereunder, or to the specifications shall in any way affect its obligation on this bond, and it hereby waives notice thereof.

The Contractor and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay the Owner reasonable attorney's fees incurred, with or without suit, in addition to the penal sum.

Surety certifies that it is an authorized surety bond issuer, properly authorized to transact surety business in Washington. Surety agrees to be bound by the laws of the State of Washington and subject itself to the jurisdiction of the courts of the State of Washington.

Executed in four original counterparts on _____, 2021

CONTRACTOR: _____

By: _____

Title: _____

(Attach acknowledgment of authorized representative of Contractor).

Any claims under this bond made in accordance with RCW 39.08 may be addressed to:

(Name and address of Surety) _____

(Name and address of Surety's agent for service of process in Washington if different from above)

(Telephone No. of Surety's Washington agent): _____

(Attach acknowledgment)

Surety: _____

By: Its Attorney-in-Fact _____

Notice: Sureties must be authorized to conduct surety business in Washington and have an agent for service of process in Washington. Certified copy of Power of Attorney must be attached.

HVAC GENERAL NOTES

1. THESE PLANS ARE SCHEMATIC AND DO NOT SHOW EXACT ROUTING OR EVERY OFFSET WHICH MAY BE REQUIRED. THE HVAC CONTRACTOR IS TO COORDINATE WITH ALL OTHER TRADES AND IS TO VERIFY ALL CLEARANCES BEFORE COMMENCING WORK.
2. MATERIALS, METHODS AND INSTALLATION SHALL COMPLY WITH: THE 2018 IMC, WAC 51-52 & ROW 19.27; 2018 IBC & WAC 51-50, ROW 19.27 & 70.92; THE 2018 UPC (EXCL CH.12 & 15), WAC 51-56, ROW 19.27; 2018 IFGC; & THE 2018 WASHINGTON STATE ENERGY CODE.
3. DUCT CONSTRUCTION AND HANGING SHALL COMPLY WITH THE 2018 IMC AND WITH CURRENT SMACNA STANDARDS. EARTHQUAKE BRACE ALL DUCTS 24" DIAMETER AND LARGER WHICH ARE SUSPENDED BY HANGERS 12" OR MORE IN LENGTH. PROVIDE EARTHQUAKE BRACING AT 30' ON CENTER MAXIMUM. FIBERGLASS DUCTBOARD SHALL NOT BE USED
4. ALL CONCEALED DUCT SYSTEMS SHALL BE SEALED WITH LISTED MASTIC TYPE DUCT SEALANT AT ALL JOINTS. SEAL FITTING CONNECTIONS WITH DUCT SEALANT(NOT TAPE). EXPOSED DUCTS SHALL BE INTERNALLY SEALED AND FREE OF DENTS OR OTHER BLEMISHES.
5. DUCTS SHALL BE INSULATED AS REQUIRED BY THE 2018 WASHINGTON STATE ENERGY CODE:
- DUCT WRAP IN CEILING PLENUM SPACE SHALL BE 1.5"; .75 LB/CU.FT. FIBERGLASS DUCT INSULATION WITH A FACTORY APPLIED REINFORCED ALUMINUM FOIL VAPOR BARRIER, MIN R = 3.3.
 - SOUND LINING FOR SUPPLY DUCTS WITHIN BUILDING, SHALL BE 1." , 1.5 LB/CU FT FIBERGLASS DUCT LINING COATED TO PREVENT FIBER EROSION AT VELOCITIES UP TO 5000 FPM. MINIMUM R-3.3.
 - DUCT WRAP FOR FRESH AIR SUPPLY DUCTS SHALL BE 2" , 1.5 LB/CU FT FIBERGLASS INSULATION WITH A FACTORY APPLIED REINFORCED ALUMINUM FOIL VAPOR BARRIER. MINIMUM R-7.
6. FLEXIBLE DUCTS SHALL CONSIST OF A REINFORCED VAPOR BARRIER, 1 1/2" FIBERGLASS INSULATION (R-5), AND NON-PERFORATED INTERIOR LINER WITH WIRE HELIX. DUCT SHALL BE A UL 181 LISTED CLASS 1 AIR DUCT. FLEXIBLE DUCTS SHALL ONLY BE USED WHERE SHOWN AND SHALL NOT EXCEED 8' IN LENGTH UNLESS NOTED OTHERWISE. IN ROOF CEILING JOIST SPACE FLEXIBLE DUCTS SHALL HAVE AN R-8 INSULATION RATING.
7. PROVIDE EARTHQUAKE RESTRAINT FOR HVAC EQUIPMENT IN ACCORDANCE WITH THE 2018 IBC.
8. PROVIDE TURN VANES IN ALL MITERED 90'S AND TEE'S.
9. ELECTRICAL CONTRACTOR TO PROVIDE DISCONNECTS AND ALL REQUIRED MOTOR STARTERS
10. BETWEEN THE HVAC, PLUMBING/SPRINKLER AND ELECTRICAL SYSTEMS, THE CEILING SPACE WILL BECOME VERY CROWDED. THE CAREFUL COORDINATION WITH AND AMONG THE VARIOUS TRADES AND VERIFICATION OF REQUIRED CLEARANCES AND EXACT DUCT ROUTING IS THE RESPONSIBILITY OF THE MECHANICAL CONTRACTOR. COORDINATE DUCT MOUNTING HEIGHTS WITH THE ARCHITECTURAL PLANS OR VERIFY WITH ARCHITECT IF QUESTIONS ARISE.
11. THE MECHANICAL CONTRACTOR SHALL PROVIDE TEMPORARY FILTERS TO HVAC EQUIPMENT IN THE SPACE DURING CONSTRUCTION TO MINIMIZE DUST INFILTRATION TO THE BUILDING HVAC SYSTEM.
12. THE MECHANICAL CONTRACTOR SHALL PROVIDE MECHANICAL SYSTEM COMMISSIONING AND COMPLETION AS REQUIRED BY THE 2018 WASHINGTON STATE ENERGY CODE SECTION C-408. THESE REQUIREMENTS INCLUDE:
- A COMMISSIONING PLAN
 - SYSTEM TESTING AND BALANCING
 - CONTROLS FUNCTIONAL PERFORMANCE TESTING
 - A PRELIMINARY COMMISSIONING REPORT
 - POST CONSTRUCTION DOCUMENTATION INCL. O&M MANUALS & RECORD DRAWINGS
 - A FINAL COMMISSIONING REPORT
13. LOAD CALCULATIONS HAVE BEEN PERFORMED IN EQUIVALENCE WITH ASHRAE STD 183
14. EQUIPMENT SIZING HAS NOT EXCEEDED THE LIMITS ALLOWED BY THE 2018 WSEC
15. DUCTWORK SHALL BE BUILT IN ACCORDANCE WITH WSEC SECTION C403.10.2

HVAC ABBREVIATIONS

ABBV	FULL NAME	ABBV	FULL NAME
A	COMPRESSED AIR LINE	GPM	GALLONS PER MINUTE
AC	AIR CONDITIONING UNIT	HG	HOT GAS LINE
AFF	ABOVE FINISHED FLOOR	ID	INSIDE DIMENSION
BDD	BACKDRAFT DAMPER	MBH	THOUSAND BTUH
BOD	BOTTOM OF DUCT	MC	MECHANICAL CONTRACTOR
BOTT	BOTTOM	MCA	MINIMUM CIRCUIT AMPACITY
BTU	BRITISH THERMAL UNITS	MIN	MINIMUM
BTUH	BRITISH THERMAL UNITS PER HOUR	MPG	MEDIUM PRESSURE GAS
BWG	BOTTOM WALL GRILLE	MT	MOUNT
BWR	BOTTOM WALL REGISTER	NOM	NOMINAL
CAP	CAPACITY	OA	OUTSIDE AIR
CFM	CUBIC FEET PER MINUTE	OBD	OPOSED BLADE DAMPER
CO	CLEAN OUT		
COMB	COMBUSTION	OD	OUTSIDE DIMENSION
CONN	CONNECT	PD	PRESSURE DROP
DB	DUCT BOARD	RA	RETURN AIR
DMPR	DAMPER	REG	REGISTER (GRILLE WITH DAMPER)
DN	DOWN	REQ'D	REQUIRED
EC	EGGCRATE	RIO	ROUGH IN ONLY
ELEV	ELEVATION	SA	SUPPLY AIR
ESP	EXTERNAL STATIC PRESSURE	SL	SOUND LINING
EXH	EXHAUST	SM	SHEET METAL
FD	FIRE DAMPER	SP	STATIC PRESSURE
FLA	FULL LOAD AMPS	SS	STAINLESS STEEL
		STR	SQUARE TO ROUND TRANSITION
FOB	FLAT ON BOTTOM	TOD	TOP OF DUCT
FOT	FLAT ON TOP	TV	TURN VANES
G	GAS LINE (LOW PRESSURE)	TWG	TOP WALL GRILLE
GALV	GALVANIZED	TWR	TOP WALL REGISTER
GC	GENERAL CONTRACTOR	TYP	TYPICAL
		UNO	UNLESS NOTED OTHERWISE

SYS-1

VRF HEAT PUMP AND FAN COIL SCHEDULES

UNIT NO.	SERVICE & (LOCATION)	mitsubishi model no.	NOM CLG TONS	EER/SEER	HEATING CAP-MBH	COP 47F	ELECTRICAL V/PH MCA	REFR GAS	CONN LIQ	WT/ LBS	NOISE dBA	NOTES
HP-1	FC-1(SO. YARD)	PUHY-P96TNU-BS	8	13.4/26.2	108 MBH	3.98	208/3	33	7/8	3/8	600	77.5 1,2,3

UNIT NO.	SERVICE & LOCATION	mitsubishi model no.	BLOWER CFM ESP W SPD				ELECTRICAL VOLT/PH KW MCA			OSA CFM	CONN SIZE LIQ GAS NPT			CNTRL	WT/ LBS	NOTES
FC-1	MAIN EVENT RM	PEFY-P96NMHSU-E	2966	1.00	820	HI	208V/1	-	8.2	580	3/8	7/8	1-1/4	24V	230	4-6

SYS-2

VRF HEAT PUMP AND FAN COIL SCHEDULES

UNIT NO.	SERVICE & LOCATION	mitsubishi model no.	NOM CLG TONS	EER/SEER	HEATING CAP-MBH	COP 47F	ELECTRICAL V/PH MCA	REFR GAS	CONN LIQ	WT/ LBS	NOISE dBA	NOTES
HP-2	FC-2A & FC-2B	PUMY-P36NMU3-BS	3	15.0/22.3	42 MBH	4.0	208/1	29	3/8	5/8	280	53 1,2,3

UNIT NO.	SERVICE & LOCATION	mitsubishi model no.	BLOWER CFM ESP W SPD				ELECTRICAL VOLT/PH KW MCA			OSA CFM	CONN SIZE LIQ GAS NPT			CNTRL	WT/ LBS	NOTES
FC-2A	BACK OF HOUSE	PLFY-P18NLMU-E	438	-	50	HI	208V/1	-	0.24	0	1/4	1/2	5/8	24V	30	4-6
FC-2B	UPPER FL OFFICE	PLFY-P15NLMU-E	353	-	40	HI	208V/1	-	0.24	20	1/4	1/2	5/8	24V	30	4-6




NOTES:

- ELECTRICAL CONTRACTOR PROVIDE DISCONNECT AND POWER WIRE.
- CONTROL CONTRACTOR PROVIDE FACTORY HEATING/COOLING SWITCHING & MODULATION INTEGRATED W/ FAN COIL ZONE THERMOSTATS.
- FACTORY FEATURES INCLUDE REFRIGERANT R-410, INVERTER DRIVE COMPRESSOR, REVERSE CYCLE DEFROST CONTROL, GUIDE VANES
- FACTORY PROVIDE SIMPLE MA THERMOSTAT CONTROLLERS FOR ZONE TEMPERATURE CONTROL AND CONNECTION TO CENTRAL CONTROLLER PER CONTROL SYSTEM NOTES ON THIS SHEET. PROGRAM THERMOSTAT FOR MINIMUM 5F DEADBAND BETWEEN HEATING AND COOLING SETPOINTS PER THE 2018 WASHINGTON STATE ENERGY CODE. FANS TO CYCLE ON FOR HEATING OR COOLING AND CYCLE OFF IN DEADBAND,
- ADD CONDENSATE PUMP IF GRAVITY DRAINAGE IS NOT POSSIBLE.
- FRESH AIR TO ROOM THROUGH DOAS UNIT SUPPLY AND NOT THROUGH THE HEAT PUMP.

ENERGY RECOVERY UNIT SCHEDULE

HRV-1	S&P MODEL TRC6 800 HEAT RECOVERY UNIT RATED ENERGY RECOVERY EFFICIENCY: 71% SUMMER/68% WINTER SENSIBLE AT 600 CFM 600 CFM MID SPEED SUPPLY AT 0.50"ESP. APPROXIMATELY 400W FAN POWER FACTORY FEATURES INCLUDE: <ul style="list-style-type: none">2"PLEATED 20"X 20"MERV 8 FILTER, ONE EACH IN SUPPLY & EXHAUSTECM FAN FOR VARIABLE SPEED VENTILATION CONTROLINTEGRAL RECIRCULATING DEFROST DAMPERCOUNTER FLOW STATIC PLATE HEAT RECOVERY CORE12"ROUND DUCT CONNECTIONS - 4 TYPICAL24 VAC TRANSFORMER/RELAY PACKAGENON-FUSED DISCONNECT
	FACTORY OPTIONS INCLUDE: <ul style="list-style-type: none">C02 FAN SPEED CONTROLLER PACKAGE
	ELECTRICAL CONTRACTOR: PROVIDE 208-230V/1PH, 10.8 MCA. POWER WIRE TO UNIT DISCONNECT.
	OPERATING WT = 300 LB.

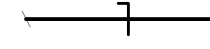
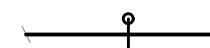
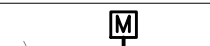
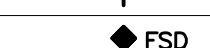

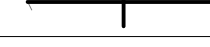
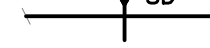
DIFFUSER GRILLE SCHEDULE

SYMBOL	MANUFACTURER #	SIZE	TYPE	COMMENTS
 SIZE CFM	TITUS 300 RL - DBL DEFLECTION	AS NOTED	SURFACE MT SUPPLY	NEW SUPPLY, NOTE 2
 SIZE CFM	TITUS 350RL - FIXED BLADE	AS NOTED	SURFACE MT RAG	RETURN, EXHAUST, TRANSFER
 SIZE CFM	RUSKIN ELF375DX 45 DEG LOUVER	AS NOTED	WALL LOUVER	4"OUTSIDE AIR LOUVER, 45 DEG. NOTE 2

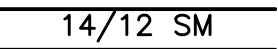
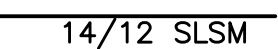
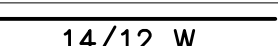
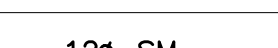

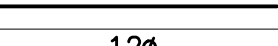

NOTES:

- BORDER TYPE 1 FOR SURFACE MOUNTING
- INCLUDE 1/4" BIRDSCREEN INBOARD OF LOUVER BLADES.

DAMPER LEGEND

DESCRIPTION	SYMBOL	NOTES
MANUAL DAMPER		
REMOTE MANUAL DAMPER		
MOTORIZED DAMPER		
COMBINATION FIRE/SMOKE DAMPER		VERTICAL (IN WALLS)
COMBINATION FIRE/SMOKE DAMPER		HORIZONTAL (IN FLOORS)
SMOKE DAMPER		VERTICAL (IN WALLS)
SMOKE DAMPER		HORIZONTAL (IN FLOORS)

DUCT LEGEND

DESCRIPTION	SYMBOL
BARE SHEETMETAL	
SOUNDLINE SHEETMETAL (1")	
SHEETMETAL WRAPPED W/INSULATION (1½")	
ROUND SHEETMETAL	
ROUND SHEETMETAL W/INTERNAL INSULATION	
FLEX DUCT	
SPIRAL SHEETMETAL OR SPIRAL W/INTERNAL SOUNDLINING	

PROJECT INFORMATION

MECHANICAL SCOPE OF WORK:

INSTALLATION OF 8 TON AND 3 TON SPLIT SYSTEM HEAT PUMPS WITH HEAT RECOVERY VENTILATION OPERATING AS A DEDICATED OUTSIDE AIR SYSTEM (DOAS).

OWNER:

CONTACT: ERIC TOEWS, DEPUTY DIRECTOR, (360) 385-0656
PORT OF PORT TOWNSEND
P.O. BOX 1180
PORT TOWNSEND, WA 98368

ARCHITECT:

CONTACT: RICHARD BERG, (360) 379-8090
TERRAPIN ARCHITECTURE
727 TAYLOR STREET
PORT TOWNSEND, WA 98368

CODE INFORMATION

PROJECT ADDRESS:
POINT HUDSON PAVILLION
355 HUDSON STREET
PORT TOWNSENND, WA 98368
PARCEL NUMBER:
001013001
OCCUPANCY:
ASSEMBLY A-2
LEGAL DESCRIPTION:
SEE BELOW

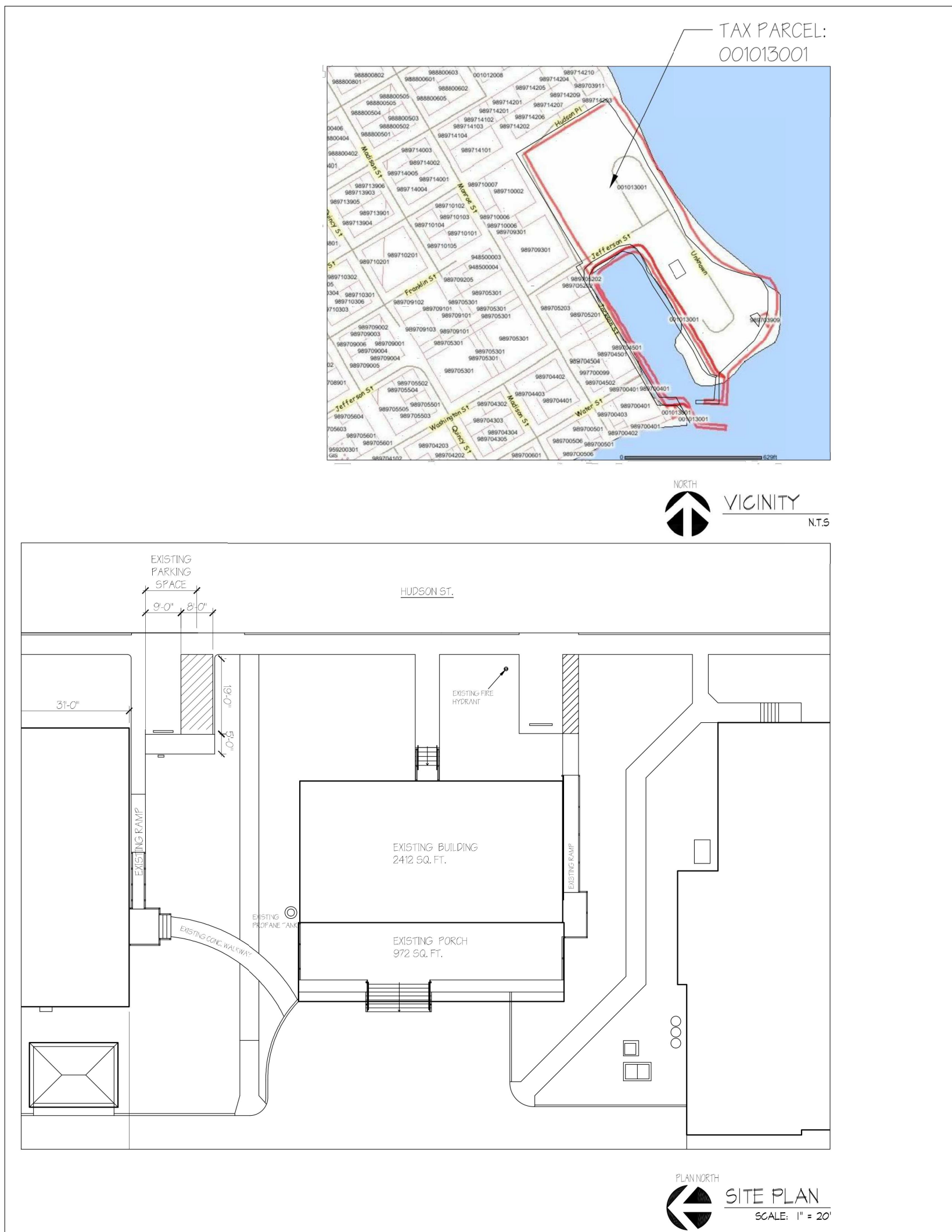
MECHANICAL CODE:
2018 INTERNATIONAL MECHANICAL CODE

CONSTRUCTION TYPE:
V-B

PROJECT AREA:
2732 GROSS SQ.FT.

ZONE:
C-II COMMERCIAL GENERAL

LEGAL DESCRIPTION
S1 T30 R1W TAX 21
(POINT HUDSON) LS MARINA PTN PTOT



SOUND MECHANICAL CONSULTING, INC.
WWW.SOUNDMECH-CONSULTING.COM
TELEPHONE: (206) 780 - 5157



Israel Gafni


REV.	DATE	COMMENT

POINT HUDSON PAVILLION
355 HUDSON STREET
PORT TOWNSEND, WA 98358


BID/PERMIT PLAN SET
8/12/21

MECHANICAL SCHEDULES
NOTES AND LEGENDS

M-1.0



SOUND MECHANICAL CONSULTING, INC.
WWW.SOUNDMECH-CONSULTING.COM
TELEPHONE: (206) 780 - 5157



Israel Gaphin
REGISTERED PROFESSIONAL ENGINEER

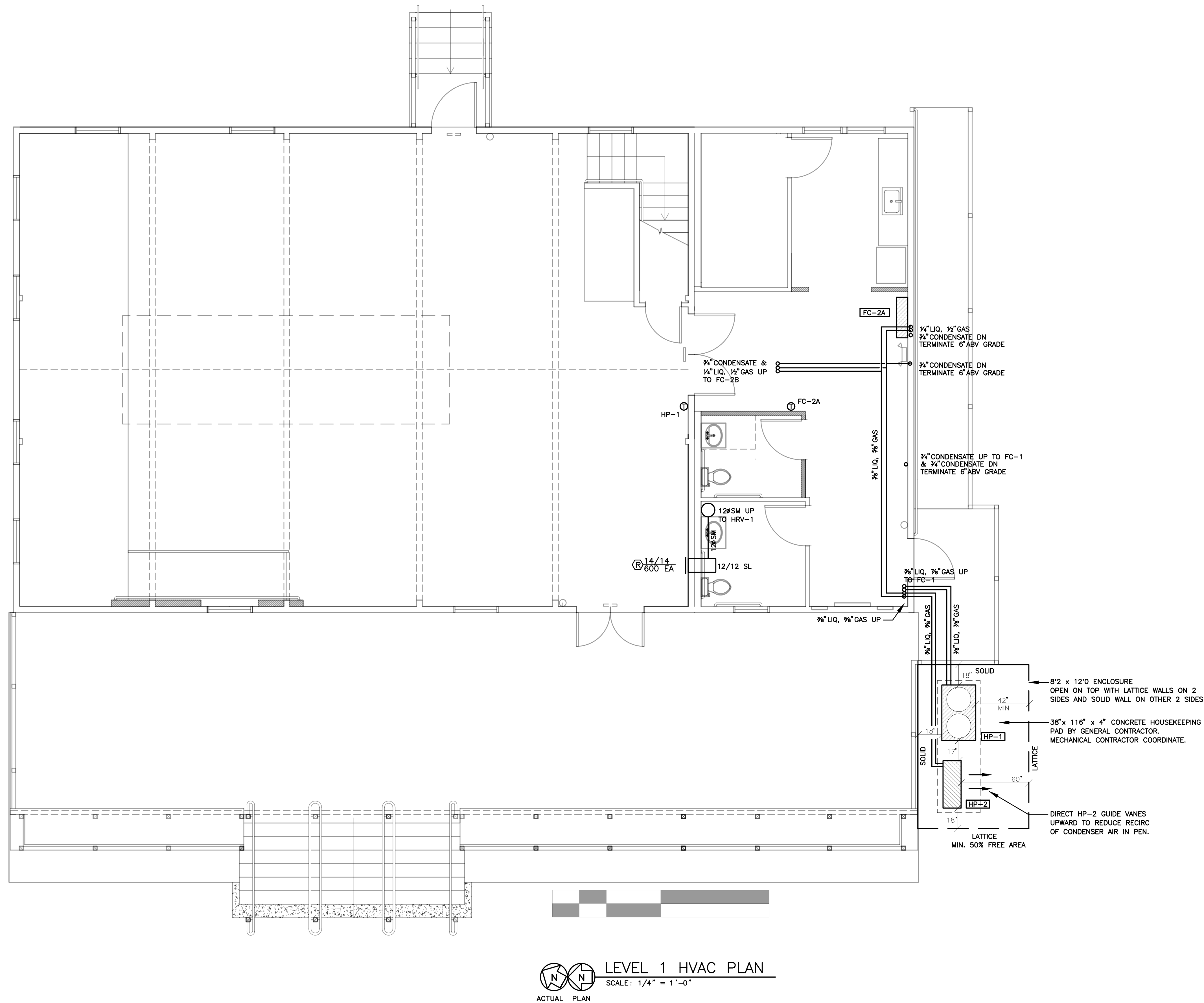
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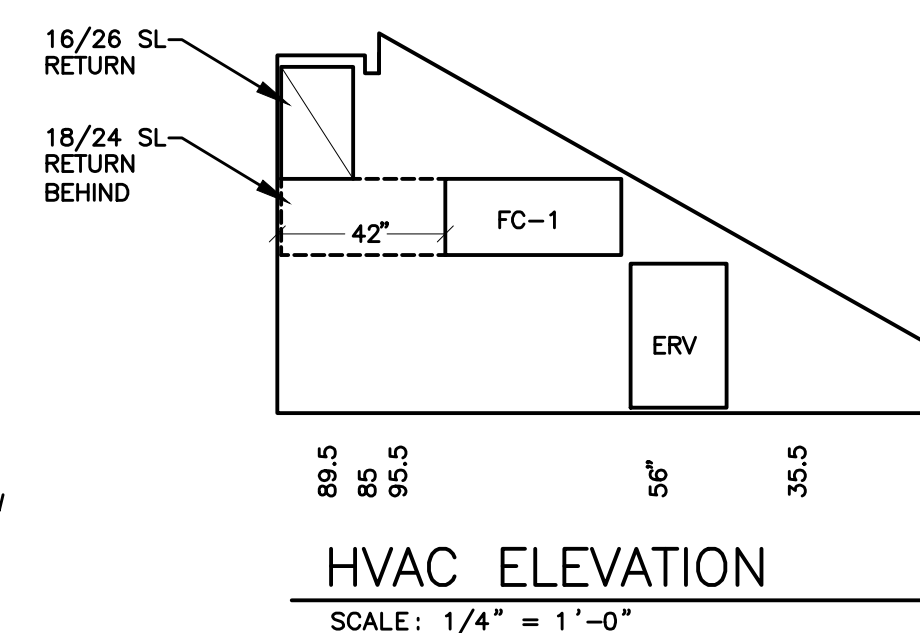
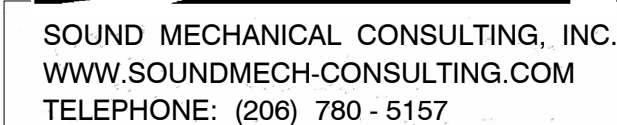
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355 HUDSON STREET
PORT TOWNSEND, WA 98358

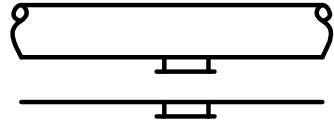
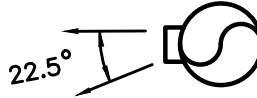
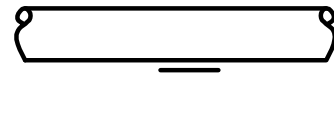
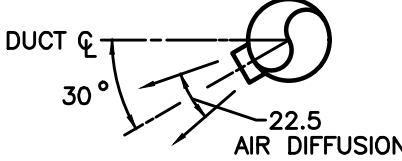
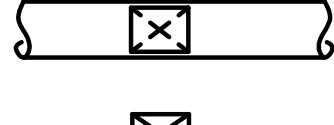

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8/12/21

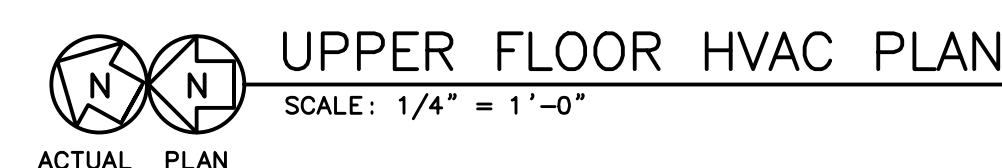
LEVEL 1 HVAC PLAN

M-2.0





DUCT MOUNTED GRILLE LEGEND		
PLAN VIEW	SECTION VIEW	DESCRIPTION
		GRILLE MOUNTED FOR HORIZONTAL DISCHARGE AIR DIFFUSION PATTERN AT 22½° PATTERN AS SHOWN UNLESS NOTED OTHERWISE
		GRILLE MOUNTED FOR DISCHARGE AT 30 DEGREES BELOW HORIZONTAL AIR DIFFUSION PATTERN AT 22½° PATTERN UNLESS NOTED OTHERWISE
		GRILLE MOUNTED VERTICAL DISCHARGE AIR DIFFUSION PATTERN AT 45° PATTERN UNLESS NOTED OTHERWISE



BID/PERMIT PLAN SET
8/12/21

LEVEL 2 HVAC PLAN

M-2.1