

Agreement for Construction Services

This Agreement ("Agreement") between Williamson County, Texas, a political subdivision of the State of Texas ("Owner") and 5-F Mechanical Group, Inc. ("Contractor") is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Sheriff's Office Gun Range – HVAC Updates (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of Forty Seven Thousand, Five Hundred Two Dollars and One Cent (\$47,502.01) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as Exhibit "A", as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within one hundred twenty (120) calendar days from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within thirty (30) calendar days of Substantial Completion. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase

of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

- 4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by <u>Five Hundred Dollars (\$500.) per calendar day</u> as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.
- 4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the first (1st) business day after such amounts are demanded.
- 4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

5.1 Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

- 6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.
- 6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.



- 6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.
- 6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.
- 6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.
- 6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

Type of Coverage Limits of Liability

.1 Worker's Compensation Statutory

.2 Employer's Liability

Bodily Injury by Accident \$500,000 Ea. Accident Bodily Injury by Disease \$500,000 Ea. Employee Bodily Injury by Disease \$500,000 Policy Limit

.3 Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE PER OCCURRENCE

Commercial

General Liability \$1,000,000 (including premises,



completed operations and contractual)

Aggregate policy limits:

\$2,000,000

.4 Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggrega	ate limit

- .5 Damage to Rented Property/Premises (Ea. Occurrence): \$100,000
- .6 Builder's Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
- b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions, if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
- .6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.
- .7 Umbrella coverage in the amount of not less than \$5,000,000.



6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

- (a) Certificate of coverage ("certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
- (b) Duration of the Project includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
- (c) Coverage Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (d) Persons providing services on the Project ("subcontractor") includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.
- 3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
- 4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
- 5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:
 - (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and



- (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
- 6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
- 7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
- 8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project:
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the Project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
 - (f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and



- (g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.
- 10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.
- 6.5.3 If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.
- 6.5.4 Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.
- 6.5.5 The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
- 6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
- 6.5.7 Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.
- 6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the



- Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.
- 6.5.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.
- 6.5.10 Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor shall indemnify, defend (with counsel of Owner's choosing), and hold harmless Owner, and Owner's employees, agents, representatives, partners, officers, and directors (collectively, the "Indemnitees") and shall assume entire responsibility and liability (other than as a result of Indemnitees' gross negligence) for any claim or action based on or arising out of the personal injury, or death, of any employee of Contractor, or of any subcontractor, or of any other entity for whose acts they may be liable, which occurred or was alleged to have occurred on the project site or in connection with the performance of the work. Contractor hereby indemnifies the Indemnitees even to the extent that such personal injury was caused or alleged to have been caused by the sole, comparative or concurrent negligence or the strict liability of any indemnified party. This indemnification shall not be limited to damages, compensation, or benefits payable under insurance policies, workers compensation acts, disability benefits acts, or other employees benefit acts.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES,



ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, or of the various departments comprising Owner, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

- 8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.
- 8.2 Contractor shall provide warranty services for the Work for a full twelve (12) months following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

- 9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.
 - 9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the



- worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.
- 9.1.3 A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.
- 9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at https://sam.gov/search/?index=dbra (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.
- 9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to previsions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.
- 9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.
- 9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in



accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

- 9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.
- 9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.
- **9.8** No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

- 11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or



11.1.3 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

- 11.2.1 The Owner may terminate the Agreement if the Contractor:
 - 11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;
 - 11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
 - 11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
 - 11.2.1.4 Fails to perform any of its obligations under the Agreement;
 - 11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by Texas Government Code, Chapter 2251;
 - 11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
 - 11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
 - 11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.
- 11.2.2 When any of the reasons under Paragraph 11.2.1 exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, thirty (30) calendar days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- 11.2.3 When the Owner terminates the Agreement for one of the reasons stated in Paragraph 11.2.1, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this Section 11.2, then the termination shall be considered a termination for convenience, under Section 11.4, below.
- 11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the



Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

- 11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:
 - 11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
 - 11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

- 11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.
- 11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - 11.4.2.1 Cease operations as directed by the Owner in the notice;
 - 11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
 - 11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- 11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street



Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

- 12.2 Audits. Contractor agrees that Owner or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Contractor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees that Owner shall have access during normal working hours to all necessary Contractor facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Owner shall give Contractor reasonable advance notice of intended audits.
- 12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.
- 12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.
- 12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.
- 12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.
- 12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this



Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

- 12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.
- 12.9 Force Majeure. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- 12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.
- 12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.
- 12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- 12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:



- 1. This Agreement between Owner and Contractor;
- 2. Exhibit "A" Plans and Specifications;
- 3. Addenda issued prior to the Effective Date of this Agreement;
- 4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#24RFP30;
- 5. Contractor's Proposal/Bid submitted in response to Williamson County RFP#24RFP30; and
- 6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

- 1. This Agreement between Owner and Contractor;
- 2. Exhibit "A" Plans and Specifications;
- 3. Addenda issued prior to the Effective Date of this Agreement;
- 4. The Request for Proposal/Invitation for Bids documents defined in Williamson County RFP#24RFP30;
- 5. Contractor's Proposal/Bid submitted in response to Williamson County RFP#24RFP30; and
- 6. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:	CONTRACTOR:
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	5-F Mechanical Group, Inc.
Ву:	By:
Printed Name:	Printed Name: Store C. Auch
Title:	Title: Service Maringer
Date:	Date:

Exhibit "A"

Plans and Specifications

Location of Work: Williamson County Sheriff's Office Training Center, 3901 County Rd. 130, Hutto, TX 78634

Scope of Work (Office Area): Contractor to provide parts, equipment, and materials needed to replace 2 existing Folders wall mounted units with two, 2-ton Electric Heat Bard units.

\$14,948.27

- Existing line voltage and control voltage to be reused.
- Remove failed units and replace with new Bard units.
- Replace supply and return air grills.
- Install new digital programmable thermostats.
- Start equipment and check for proper operation.
- Clean up work area and dispose of old equipment and trash.

<u>Scope of Work (Storage Area):</u> Contractor to pick up equipment parts and materials needed to replace failed cooling and heating in storage building.

\$32,553.74

- Isolate power to unit, lockout & tag-out power (Make Safe)
- Disconnect electrical.
- Remove failed unit using manual life.
- Recover existing refrigerant charge and dispose of refrigerant charge using current industry standards
- Install new Scientific Systems heating and cooling unit.
- Wire line voltage electrical.
- Cycle power on and check for proper heating and cooling operation.
- Clean up work area and dispose of failed equipment trash.
- Replace supply and return air grills

Exclusions:

- All work will be done during working hours, M/F 7:00 a.m. 3:30 p.m.
- Any scope of work not included in above proposal
- Any additional City code upgrades, mechanical drawings, City plan and review, if required



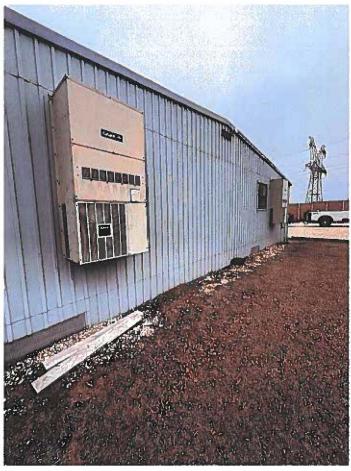




Exhibit A

Williamson County SOTC Office HVAC Updates 5-F Mechanical Group, Inc.

Wilco Gun Range Office Equipmo	Lab Hou		Extended Price		
			Reg Time	Over	1 1100
HVAC Journeyman Supervisor			\$		
HVAC Journeyman Technician @ \$ hour	0		\$0.00		
HVAC Installer, @ \$60.00 per hour	60.		\$3,600.00		
Subtotal					\$3,600.00
Pricing - Material					
Task	Quantity	Unit	Unit Price		Extended Price
HVAC Equipment, Parts, Supplies and Miscellaneous	1	LS	\$11,3	48.27	\$11,348.27
Sub Contractor		\$0.00			
Subtotal				Vin and	\$11,348.27
GRAND TOTAL					\$ 14,948.27

WILLE OF ON - MILL IN



Submittal Data

250211-1BJ Insco

Date:

February 11, 2025

Prepared By:

Texas Reps. B.J. Smith

22315 Bute Dr. Spicewood, TX 78669

Office Phone: 512-264-3596 Email: bjsmith@texasreps.com



Project: 250211-1BJ Insco

Plan-ID	Qty	Model No	Description	Page
WM-01	1	W24AF-A10XXXXXX	Wall-Mount™ Air Conditioner 208/230-1 ph	3
		Warranty Document (8	-13-2024)	6



Project: 250211-1BJ Insco

Model Number: W24AF-A10XXXXXX

cfm

Plan-ID: WM-01 Quantity: 1

Page: 3

AHRI Rated Cooling Performance

AHRI Certified Reference # 215871260

Capacity

Btuh

AHRI Rated Cooling 24,000

EER 11.40 800

Rated Airflow

Cooling Performance @ Project Parameters

Cooling Capacity	24,780	Btuh
Sensible Capacity	18,597	Btuh
Latent Capacity	6,183	Btuh
Efficiency (at AHRI)	11.00	EER
Outdoor DB Temp	95. 0	°F
Entering DB Temp	80.0	•F
Entering WB Temp	67 .0	°F
Leaving DB Temp	61.5	°F
Leaving WB Temp	58.8	°F

Electric Resistance Heat

Nominal Heat Size	10	kW
Electric Heat Voltage	208	Volts
Heat Output	25,598	Btuh
Heating Entering Air	70.0	*F
Heating Leaving Temp	95.5	°F

Supply Air Performance

Total Supply Air 930 cfm **Blower Motor** 1/3 hp Medium Blower Speed

Non-Ducted

Air flow is based on Wet Coil

Electrical Data

Power Supply	208/230 1	Volts Phase
Minimum Circuit Ampacity	60	Hertz
Maximum External Fuse or	57	Amps
Circuit Breaker	60	Amps

All wiring must contarm to the National Electrical Code and at I local codes

NOTE: MOCP (Maximum Overcurrent <u>Protection) value</u> listed is the maximum value as per UL 1995 celculations for MOCP (branch-circuit conductor sizes shown are based on this MOCP). The actual factory instelled Overcurrent <u>Protective Device</u> (Circuit Breaker) in this model may be lower than the maximum UL 1995 allowable MOCP value, but still above the UL 1995 minimum <u>calculated</u> value or Minimum Circuit Ampacity (MCA) listed.

Approximate Installed Weight

Unit Weight	330	lb
Accessory Weight	7	lb
Total Weight	337	lb

Factory Options Selected

A - 208/230 Volt 1 phase

10 - 10 kW w/Circuit Breaker Disconnect

X - Barometric Fresh Air Damper

X - 1-inch Fiberglass MERV 2

X - Beige

X - Standard Cabinet, blow thru condenser fan

X - Standard Coils

X - Hi Pressure Switch, Low Pressure Switch, Compressor Control Module, & Refrigerant leak detector (RDS)

Field Installed Accessories

RG-2W - Return air grill - Extruded aluminum with blades fixed at 30 degree angle, 2" Flange

SG-2W - Sidewall supply register with 2 sets of individually adjusted blades, 2" Flange



Project: 250211-1BJ Insco

Model Number: W24AF-A10XXXXXX

Plan-ID: WM-01 Quantity: 1

Page: 4

Standard Product Features

Wall-Mount Air Conditioner

Multi-speed Electronically commutated indoor motor (ECM) technology.

Enclosed outdoor fan motor with ball bearing construction.

- Copper/Aluminum finned coils, and refrigerant system includes filter drier. Evaporator coil includes green fin
- R-454B A2L Refrigerant that meets the global objectives outlined in the Montreal Protocol and the Kigali
- Controls include short cycle protection and phase monitoring. Hi and low pressure switch refrigerant system. protection standard.

Series Compliance

Complies with efficiency requirements of ANSI/ASHRAE/IESNA 90.1-2019.

• Certified to ANSI/AHRI Standard 390-2021 for SPVU (Single Package Vertical Units)
• Intertek ETL Listed to Standard for Safety of Household and Similar Electrical Appliances ANSI/UL STD 60335-1 & ANSI/UL STD 60335-2-40/ CSA STD C22.2 No. 60335-1 & CSA STD C22.2 No. 60335-2-40 Fourth

Bard is an ISO 9001:2015 Certified Manufacturer

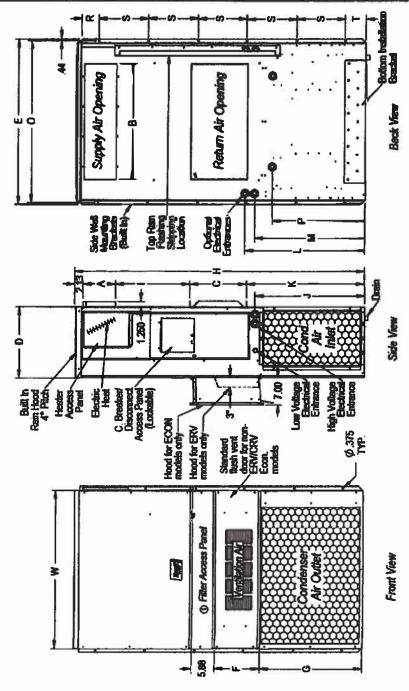
W24A/W24L	52.4	TION & 10 FT.	TION ♥ 5 FT.	710N 0 10 FT.	62.3	
UNIT	DUCT FREE IN DOOR COOLING OPERATION # S	DUCT FREE INDOOR COOLING OPERA	DUCTED INDOOR COOLING OPERA	DUCTED INDOOR COOLING OPERA-	OUTDOOR @ 1	



Project: 250211-1BJ Insco Model Number: W24AF-A10XXXXXX Plan-ID: WM-01 Quantity: 1 Page: 5

Dimensions of Basic Unit for Architectural and Installation Requirements (Inches)

Width	Depth	Height	leight Supp		Supply Return					ESTIMATE.
(W)	(D)	(H)	A	В	C	D	E	F	G	
33.3	17.13	74.56	7.88	19.88	11.8	19.88	35	10.88	29.75	20.56
J	К	L	M	N	0	P	Q	R	S	T
30.75	32.06	33.25	31	2.63	34.13	26.06	10.55	3.94	12	9

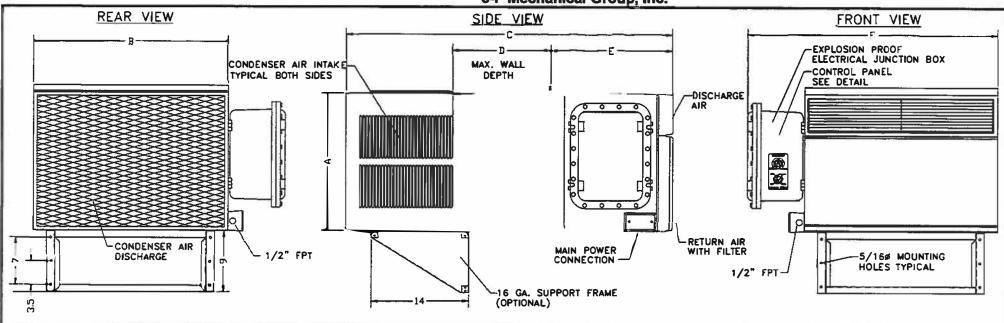


A JIDITX

Williamson County SOTC Storage Unit- HVAC Updates 5-F Mechanical Group, Inc.

Wilco SOTC Storage Unit Replacement	Lat		Extended Price				
rtopiaoomont			Reg Time	Over Time	1 1100		
HVAC Journeyman Supervisor			\$				
HVAC Journeyman Technician @ \$	0		\$0.00				
HVAC Installer, @ \$60.00 per hour	60		\$3.600.00				
Subtotal			\$3,600.00				
Pricing - Material	1. 1. 1.						
Task	Quantity	Unit	Unit Price		Extended Price		
HVAC Equipment, Parts, Supplies and Miscellaneous	1	LS	\$28,9	953.74 \$28,953.74			
Sub Contractor	LS \$0.00						
Subtotal					\$28,953.74		
GRAND TOTAL					\$ 32,553.74		

5-F Mechanical Group, Inc.



MODEL NO.			HEATER					WEIGHT	DIMENSIONS								
MODEL NO.	COOL*	HEAT*	(1Ph/60Hz)	SIZE	AMPS*	F.L.A.*	L.R.A.	F.L.A.*	(CFM)	CHARGE (OZ)	NET LBS	A	В	С	D	E	F
☐ WACX-2752-EH-1941	28,000	19,408	208/230	30	24.7	12.3	74.6	2.0	640	84.0	330	20-3/16	28	47-7/8	14-1/4	18-3/4	36-7/16
☐ WACX-2752-EH-2523	28,000	25.230	208/230	40	32.2	12.3	74.6	2.0	640	84.0	330	20-3/16	28	47-7/8	14-1/4	18-3/4	36-7/16
☐ WACX-2752-EH-2717	28,000	27,171	208/230	40	34.6	12.3	74.6	2.4	640	84.0	330	20-3/16	28	47-7/8	14-1/4	18-3/4	36-7/16
□ WACX-3502-EH-2135	36,000	21,349	208/230	35	27.2	16.6	92.0	2.3	725	77.0	345	20-3/16	28	47-7/8	14-1/4	18-3/4	36-7/16
□ WACX-3502-EH-2717	36.000	27,171	208/230	40	31.3	14.9	88.0	2.6	725	66.5	345	20-3/16	28	47-7/8	14-1/4	18-3/4	36-7/16

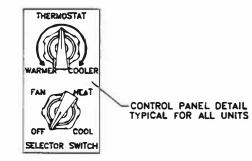
- * AT 230 VOLTS. ** TIME DELAY OR EQUIVALENT.
- ** TIME DELAY OR EQUIVALENT.
- # UNIT RATED AT 230V.

NOTES :

- ALL DIMENSIONS SHOWN IN INCHES
- -(STANDARD) CARBON STEEL HOUSING WITH BAKED ENAMEL FINISH
- -(OPTIONAL) CARBON STEEL HOUSING AND INTERNAL METAL PARTS EPOXY FINISHED
- -(OPTIONAL) ALUMINUM HOUSING EPOXY FINISHED
- -(OPTIONAL) TYPE 316 STAINLESS STEEL HOUSING
- □ -(OPTIONAL) TYPE 316 STAINLESS STEEL HOUSING EPOXY FINISHED INTERNAL METAL PARTS
- -(STANDARD) EVAPORATOR AND CONDENSER COILS COPPER TUBES WITH ALUMINUM FINS
- -(OPTIONAL) EVAPORATOR AND CONDENSER COILS COPPER TUBES WITH COPPER FINS
- -(OPTIONAL) EVAPORATOR AND CONDENSER COILS SaveCoil 101 COATED
- -(OPTIONAL) ALL EXPOSED COPPER TUBING EPOXY PAINTED
- -(OPTIONAL) REMOTE CONTROLS AVAILABLE FOR GROUP C, GROUP D, & GROUP C&D ONLY (THERMOSTAT & SELECTOR SWITCH) SEE DWG 026-50-0003
- -(OPTIONAL) TYPE 316 STAINLESS STEEL SUPPORT FRAME
- -(OPTIONAL) LOW AMBIENT CONTROL FOR OPERATING WHEN OUTDOOR AMBIENTS ARE BELOW 55°F
- -(STANDARD) ELECTRICAL CLASSIFICATION N.E.C. CLASS I GROUP D DIVISION 2
- -(OPTIONAL) ELECTRICAL CLASSIFICATION N.E.C. CLASS I GROUP C/D DIVISION 2
- -(OPTIONAL) ELECTRICAL CLASSIFICATION N.E.C. CLASS I GROUP B DIVISION 2
- -(STANDARD) ELECTRIC HEATERS TEMPERATURE RATING N.E.C. CODE NO. T2A
- -(OPTIONAL) ELECTRIC HEATERS TEMPERATURE RATING N.E.C. CODE NO.

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SCIENTIFIC SYSTEMS LLC. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SCIENTIFIC SYSTEMS LLC IS PROHIBITED

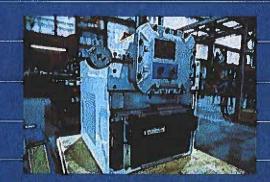


X=± (FRACT	0.1" .XX=±0.	05" .XXX= ±0.01" ANGLES= ± 1.0°	SCIE	NTIF	Ç
MATRL		DRWN ML/A.R.G.	7924 Reco Avenue, Baton Rouge		
FINISH		СНКВ	SHIPPCHI W/ GLECTRICAL HEATER	J08#	
40404			GO HE SERIES DIGHEERING DATA SHEET	REV E DA	r 04/19
ACADI	50610113	APVU	OWG. # 051-50-0113	SCALE	9ff OF

Explosion Proof Window and Thru-Wall Air Conditioners

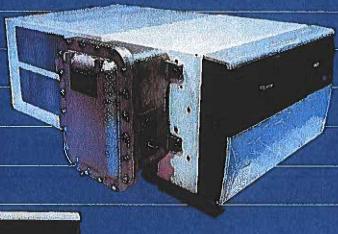
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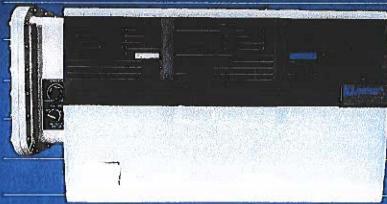
Hazardous and Severe Service



HazardCool











SafetyCool Window and Thru-Wall **Air Conditioners**

for

Division 2

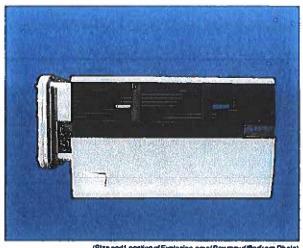


- For Hazardous Locations per NEC Class I, Groups B, C, or D, Division 2
- UL Certified to U.S. and Canadian standards
- Cooling Capacities from 5,400 to 36,000 BTUH
- Heat/Cool Models with all electric heat, capacities from 7,600 to 27,100 BTUH
- Front Panel Controls for Temperature and **Discharge Air Control**
- Remote Thermostat*
- Full Corroion Prototion Package *
- Also Available in 50 Hertz Models Request Bulletin EXWI5PSS
 - One Year Limited Warranty

* = Optional

DESCRIPTION

SafetyCool Air Conditioners are reliable, economical units for window or thru-wall installations. Applications include cooling and dehumidifying hazardous locations as found on offshore production platforms, in hazardous materials storage, industrial control buildings and in analyzer shelters. Models with both heating and cooling are also available with electric heaters providing the total heating capacity. This design assures full heat output even at low outside temperatures and avoids the limitations of modified heat pumps. The electric heaters are rated to NEC Identification No. T2A, i.e. for use in areas where the ignition temperature of the hazardous material is at or above 536 °F (280 °C).



(Size and Location of Explosion-proof Box may differfrom Photo)

APPLICATIONS

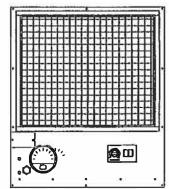
- Oil and Gas Production Platforms
- Chemical and Pharmaceutical Processing
- Oil and Gas Refining and Storage Areas
- **Natural Gas Compressor Stations**
- **Analyzer and Control Rooms**
- Solvent and Paint Storage Buildings
- Research and Control Laboratories

PRESSURE AND EXHAUST BLOWERS

PBX 10 Pressurization Systems are recommended when buildings require automatic maintenance of positive pressure and air flow. These pre-assembled and pretested blower modules offer convenient compliance with NFPA 496 and

other industrial codes applicable to buildings in hazardous locations. Also available are EBX Series Exhaust Blowers for ventilating Hazardous Material Storage Buildings.

PBX 10 Series Pressurization System



Request Product Specification PRBL





SafetyCool Window or Thru-Wall Air Conditioners 60 Hertz

Schedule "A"



COOLING ONLY, 60 Hz⁽⁴⁾, Class I, Groups B^(***), C and D, Division 2 ***ALL IBCD2 UNITS INCLUDE REMOTE CONTROL BOX***

MODEL	COOL(3)(7)	VAC	FUSE	H <u>EIGHT(1)</u>	WIDTH(5)	DEPTH® V	NEIGHT*
WACX-1214-ICD2	втин 12,000	208/230	AMPS 15	INCHES 15-15/16	INCHES 25-15/16	INCHES 27-3/8	NET LBS 124
WACX-1214-IBCD2	12,000	208/230	15	15-15/16	25-15/16	27-3/8	124
WACX-1804-ICD2	20,000	208/230	15	17-15/16	25-15/16	27-3/8	175
WACX-1804-IBCD2	20,000	208/230	15	17-15/16	25-15/16	27-3/8	175
WACX-2404-ICD2	24,000	208/230	20	17-15/16	25-15/16	27-3/8	212
WACX-2404-IBCD2	24,000	208/230	20	17-15/16	25-15/16	27-3/8	212
WACX-3604-ICD2	36,000	208/230	30	20-3/16	28-0/0	33-5/8	236
WACX-3604-IBCD2	36,000	208/230	30	20-3/16	28-0/0	33-5/8	236

COOLING AND ELECTRIC HEAT(1,2), 60 Hz(4), Class I, Group B(6), C and D, Division 2

MODEL	COOFaka	HEAT(P)	VAC	FUSE	HEIGHT®	WIDTH ⁽⁵⁾	DEPTH(s)	WEIGHT
WACX-0752-EH-0768	втин 8,400	втин 7,677	115	AMPS 25	NCHES 15-15/16	NCHES 25-15/16	INCHES 42-3/4	NETLBS 275
WACX-1102-EH-0960	11,800	9,596	115	30	15-15/16	25-15/16	42-3/4	285
WACX-1102-EH-1152	11,800	11,516	115	35	15-15/16	25-15/16	42-3/4	285
WACX-1202-EH-0705	11/900/12,100	7,051	208/230	15	15-15/16	25-15/16	42-3/4	285
WACX-1202-EH-1234	11/900/12,100	12,339	208/230	20	15-15/16	25-15/16	42-3/4	285
WACX-1802-EH-1058	17,500/17,300	10,576	208/230	20	17-15/16	25-15/16	42-3/4	310
WACX-1802-EH-1763	17,500/17,300	17.626	208/230	30	17-15/16	25-15/16	42-3/4	310
WACX-2402-EH-1747	23.500/23.500	17.467	208/230	30	17-15/16	25-15/16	42-3/4	320
WACX-2402-EH-2329	23,500/23,500	23,290	208/230	35	17-15/16	25-15/16	42-3/4	320
WACX-2752-EH-1941	27,700/28,000	19,408	208/230_	30	20-3/16	28-0/0	_47-7 <i>I</i> B_	325_
WACX-2752-EH-2523	_27,700/28,000	_25,230_	208/230_	40_	20-3/16	28-0/0	47-7/8	330_
WACX-3502-EH-2135	_35,700/36,000	.21,349_	208/230	35	20-3/16	28-0/0	47-7 <i>[</i> 8_	335_
WACX-3502-EH-2717_	35,700/36,000	27.171	208/230	40_	20-3/16	28-0/0	47-7/8	335

- (1) Manufacturer certified, not CSA listed. Heaters rated for NEC Identification CodeT2A. Suitable for use in hazardous loca-tions containing compounds with ignition temperatures of 536°F (280°C) or higher.
- (2) Free-standing, UL or CSA listed Electric Heaters are also available. These are rated for Class I, Groups C or D and Class II, Groups E, F, and G with NEC Identification Numbers T2A, T2B or T3B. (Bulletin EXHE1PSS). (3) 208/230 models are rated at 230 Volts. Deduct 18% for heater rating at 208 Volts.
- (4) For 50 Hz models request Price List SAEX5PRL.
- (5) Request certified drawings before making cutoutal Dimensions subject to change.
- (6) Add 45 lbs. for cardboard domestic, 65 to 80 lbs. for air crate, or 120 to 180 lbs. for sea crate.
- (7) Rated at 95°F (35°C) dry bulb temperature. SafetyCool models are designed to also operate effectively at higher ambients.

 At 120°F (49°C) outside dry bulb temperature the cooling capacity is reduced approximately 22 percent.



Schedule "A"

(Continued from Other Side)

Economy E-Series(1,2,3)

COOLING ONLY, 60 Hz, Class I, Groups A, B, C and D, Division 2

MODEL	COOL(4)	VAC	AMP8	HEGHT®	WIDTH®)	DEPTH ⁽⁵⁾	WEIGHT (7)
WACX-E-1402	втин 15,000/15,000	208/230	8.5/7.8	INCHES 15-15/16	INCHES 25-15/16	INCHES 27-3/8	NETLBS 140
WACX-E-1902	19,500/19,800	208/230	10.4/9.8	17-15/16	25-15/16	27-3/8	166

OPTIONS and ACCESSORIES

-LAC -BG	Low Ambient Controls for operating air conditioner at outdoor ambient temperatures below 55°F (13°C) BLYGOLD Polual spray applied coating on condenser and evaporator coils, additional
-ECB	BLYGOLD Polual spray applied coil coating on condenser and evaporator coils, additional
-SH	Cover Housing, Corrosion Resistant Type 316 stainless steel
-MBS	Mounting Bracket Set, stainless steel, for extra strong support of SafetyCool cabinets
-EXP	Export Crate, for rough handling, choice of sea or air crate, specif ⁽⁷⁾
-RC	Remote Controls, thermostat and selector switch See Note (8)
-SPS	Spare Parts Kit ⁽⁶⁾ (thermostat, selector switch, run capacitor)
-CC	SaveCoil 101 Dip applied and baked coating on condenser and evaporator coils, additional
-EC	SaveCoil 101 Dip applied and baked coil coating, other metal epoxy primed and coated, additional
-CuCu	Condenser and Evaporator Coll Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional
-CuCu	Condenser and Evaporator Coll Copper Tubes with Coper Fins for 28,000 btu and 35,000 btu, additional
(1) UL 8	and UL C(anada) listed. Maximum temperature rating is T3C, 320°F (160°C).

- (2) E Series have a 1-Year Limited Warranty.
- (3) Not available with Options "-BG, ECB, -CC, "-EC", "-RC" or "-SPS".
- (4) At 230 Volts
- (5) Request certified drawings before making cutouts. Dimensions subject to change.
- (6) Kit available for shipment with air conditioner only. Use numbers from Parts List for replacement parts ordered later.
- (7) Add 35 lbs. for cardboard, 55 to 70 lbs. for air crate, or 110 to 170 lbs. for sea crate.
- (8) For Group B add "/RC/IB2" to model number and add US\$ to price for models up through 12,000 BTUH and add US\$ for models rated higher than 12,000 BTUH. Control box is external.

We reserve the right to modify and improve our products. Prices and specifications are subject to change!

3-YEAR LIMITED WARRANTY (2)

Safety Cool air conditioners are warranted to be free of defects in materials and workmanship for a period of three (3) years. During the first twelve months following date of shipment Scientific Systems will repair or replace any defective component at no charge. For the next two years Scientific Systems will repair or replace any non-functional item or items for a total cost not to exceed (50) percent of the list price of an equivalent model air conditioner. Items returned for repair or replacement must be shipped to factory with freight prepaid and will be returned freight collect. This warranty applies to the original, registered customer only. Items damaged during shipment or as a result of improper handling or use are specifically excluded under this warranty.



Schedule "A"

SafetyCool Window or Thru-Wall Air Conditioners 50 Hertz

COOLING ONLY, 50 Hz,(1.4) NEC Class I, Groups B(8), C and D, Division 2

MODEL	COOL(3)	VAC	FUSE		WIDTH(8)	DEPTHO	WEIGHT
	BTUH		AMPS	INCHES	INCHES	INCHES	NETLBS
WACX-50-1234	12,000	220/240	15	15-0/0	23-5/8	22-1/16	125
WACX-50-1804	18,000	220/240	15	16-15/16	26-0/0	30-3/8	150
WACX-50-2404	24,000	220/240	20	16-15/16	26-0/0	30-3/8	160

COOLING AND ELECTRIC HEAT, (1.2) 50(4) Hz, NEC Class I, Group B(8) and D, Division 2

MODEL	COOL(4(7)	HEAT(3)	VAC	FUSE	HEIGHT ⁽⁵⁾	WIDTH*9	DEPTH(5)	WEIGHT
	BTUR	BTUH		AMPS	INCRES	Meries	INCHES	1457 ES
WACX-50-1234-EH-0968	12,000	9,596	220/240	20	15-0/0	23-5/8	42-3/4	285
WACX-50-1234-EH-1398	12,000	13,435	220/240	25	15-0/0	23-5/8	42-3/4	285
WACX-50-1804-EH-1291	18,000	11,516	220/240	20	16-15/16	26-0/0	42-3/4	305
WACX-50-1804-EH-1936	18,000	19,193	220/240	30	16-15/16	26-0/0	42-3/4	305
WACX-50-2404-EH-1828	24,000	17,273	220/240	30	16-15/16	26-0/0	42-3/4	320
WACX-50-2404-EH-2366	24,000	23,031	220/240	35	16-15/16	26-0/0	42-3/4	320

- (1) Manufacturer certified, not CSA listed. Heaters rated for NEC Identification CodeT2A. Suitable for use in hazardous locations containing compounds with ignition temperatures of 536°F (280°C) or higher.
- (2) Free-standing, UL or CSA listed Electric Heaters are also available. These are rated for Class I, Groups C or D and Class II, Groups E, F, and G with NEC Identification Numbers T2A, T2B or T3B. (Bulletin EXHE1PSS).
- (3) 220/240 models are rated at 240 Volts. Deduct 16% for heater rating at 208 Volts.
- (4) For 60 Hz models request Price List SAEX6PRL.
- (5) Request certifled drawings before making cutoutal Dimensions subject to change.
- (6) Add 35 lbs. for cardboard domestic, 55 to 70 lbs. for air crate, or 110 to 170 lbs. for sea crate.
- (7) Rated at 95°F (35°C) dry bulb temperature. SafetyCool models are designed to also operate effectively at higher ambients.

 At 120°F (49°C) outside dry bulb temperature the cooling capacity is reduced approximately 22 percent.
- (8) For Group B add "/RC/IB2" to model number and add US\$ 1,322, to price for models up through 12,000 BTUH and add US\$ 1,939, for models rated higher than 12,000 BTUH. Control box is external.



Schedule "A"

(Continued from other Side)

OPTIONS AND ACCESSORIES

-LAC	Low Ambient Controls for operating air conditioner at outdoor ambient temperatures below 55°F (13°C)
•BG	BLYGOLD Polual spray applied coating on condenser and evaporator coils, additional
-ECB	BLYGOLD Polual spray applied coil coating, other metal epoxy primed and coated, additional
-SH	Cover Housing, Corrosion Resistant Type 316 stainless steel
-MBS	Mounting Bracket Set, stainless steel, for extra strong support of SafetyCool cabinets
-EXP	Export Crate, for rough handling, choice of sea or air crate, specify ⁽²⁾
-RC	Remote Controls, thermostat and selector switch See
-SPS	Spare Parts Kit ⁽¹⁾ (thermostat, selector switch, run capacitor)
-CC	SaveCoil 101 Dip applied and baked coating on condenser and evaporator coils, additional
-EC	SaveCoil 101 Dip applied and baked coil coating, other metal epoxy primed and coated, additional
-CuCu	Condenser and Evaporator Coll Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional
-CuCu	Condenser and Evaporator Coil Copper Tubes with Coper Fins for 28,000 btu and 35,000 btu, additional.

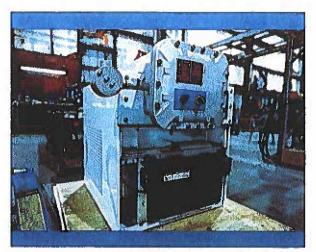
- (1) Kit available for shipment with air conditioner only. Use numbers from Parts List for replacement parts ordered later.
- (2) Add 35 lbs. for cardboard, 55 to 70 lbs. for air crate, or 110 to 170 lbs. for sea crate.
- (3) For Group B add "/RC/IB2" to model number and add US . to price for models up through 12,000 BTUH and add US for models rated higher than 12,000 BTUH. Control box is external.

We reserve the right to modify and improve our products. Prices and specifications are subject to change!

3-YEAR LIMITED WARRANTY

Safety Cool air conditioners are warranted to be free of defects in materials and workmanship for a period of three (3) years. During the first twelve months following date of shipment Scientific Systems will repair or replace any defective component at no charge. For the next two years Scientific Systems will repair or replace any non-functional Item or items for a total cost not to exceed (50) percent of the list price of an equivalent model air conditioner. Items returned for repair or replacement must be shipped to factory with freight prepaid and will be returned freight collect. This warranty applies to the original, registered customer only. Items damaged during shipment or as a result of improper handling or use are specifically excluded under this warranty.





(Size and Location of Explosion-proce Bosman differ from Photo)

FEATURES

- For Hazardous Locations Classified per NEC Class I, Groups C and D and Class II, Groups F and G, Division 1 and 2
- Certified components to U.S. and Canadian standards
- Cooling Capacities from 8,200 to 35,000 BTUH
- Built-in ThermostatAdjustablefromFrontPanel
- Type 316 Stainless Steel Housing*
- Slide-Out Case for Easy Access
- Full Corrosion Protection Package *
- Also Available in 50 Hertz Models
 Request Bulletin EXWI5PSS
- Three Year Limited Warranty

• = Optional

DESCRIPTION

HazardCool Industrial Air Conditioners are engineered for hazardous and corrosive environments. A wide range of models meet the requirements of the National Electrical Code under Class I, Groups C and D or Class II, Groups E, F, and G for Divisions 1 and 2. Optional epoxy finish and coil coatings protect against corrosion even in the most severe environments. The heavy duty cover housing is also available in 316 stainless steel. The blower is belt driven. Only industrial quality, U.L. recognized components are used. Wiring is fully enclosed in rigid conduit. A slide-out chassis facilitates service and maintenance. The industrial quality blower motor is U.L. listed for the intended service. Temperature and direction of supply air are adjustable from the front panel.

HazardCool

Window and Thru-Wall Industrial Air Conditioners

for Division 1

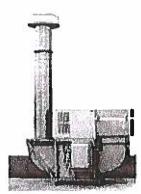
APPLICATIONS

- Petroleum Production, Refining and Transport
- Chemical and Pharmaceutical Plants
- Gas Pipeline Compressor Stations
- Offshore Production Platforms
- Fuel and Chemicals Transfer Terminals
- Hazardous Material Storage Buildings
- Painting and Solvent Use Areas
- Grain Transfer and Storage
- Ordnance Plants and Armories

COOLING with PRESSURIZATION

Combining HazardCool Air Conditioners with PBX 10 Series Pressurization Blowers is a cost effective way to provide both cooling and room

pressurization for compliance with NFPA 496. Where installations require greater cooling capacities and air flow, the PBX 20 Series is recommended. These versatile units allow the designer to meet most any combination of heat load, air flow, air filtration, and space consideration. PBX 20



Systems are also shipped pre-assembled, fully instrumented, and pretested.

Request Product Specification AIPR



Schedule "A"

HazardCool Window or Thru-Wall Air Conditioners 60 Hertz

COOLING(1) ONLY, 60 Hz(2), Class I Groups C & D, Class II Group F & G(5), Divisions 1 and 2

Model	Cooling ⁽⁶⁾	VAC	Fuse	Height ^(3,4)	Width ⁽⁴⁾	Depth(3,4)	Welght(8)
7 1977						INCHES	NETLBS
HC-WACX-0753	8,400	115	20	24-1/2	25-15/16	27-3/8	210
HC-WACX-1103	11,800	115	25	24-1/2	25-15/16	27-3/8	215
HC-WACX-1203	11,900/12,100	208/230	15	24-1/2	25-15/16	27-3/8	255
HC-WACX-1803	17,300/17,500	208/230	20	26-3/4	25-15/16	27-3/8	275
HC-WACX-2403	23,500/23,500	208/230	25	26-3/4	25-15/16	27-3/8	300
HC-WACX-2753	27,700/28,000	208/230	30	28-3/4	28	33-5/8	310
HC-WACX-3503	35,700/36,000	208/230	35	28-3/4	28	33-5/8	310

OPTIONS and ACCESSORIES

- BG BLYGOLD PoluAL spray applied coil coating on condenser and evaporator colls, additional
- -ECB BLYGOLD PoluAL spray applied coil coating, other metal epoxy primed and coated, additional
- -SH Cover Housing, Corrosion Resistant Type 316 stainless steel
- -MBS Mounting Bracket Set, Type 316 SS, for corrosion resistant support of HazardCool Air Conditioners...
- -EXP Export Crate, heavy duty, for rough handling air or sea shipment specify⁽⁶⁾
- -SPH Spare Parts Kit⁽⁷⁾ (thermostat, selector switch, relays (2), fuses, belt, run capacitor)
- -CC SaveColl 31 Dip applied and baked coating on condenser and evaporator coils, additional
- -EC SaveCoil 31 Dip applied and baked coil coating, other metal epoxy primed and coated, additional
- -CuCu Condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional
- -CuCu Condenser and Evaporator Coli Copper Tubes with Coper Fins for 28,000 btu and 35,000 btu, additions
- (1) UL and FM Approved Electric Heaters with NEC Identification Numbers T1 through T3B are available as separate units for Class I, Group B, C or D and Class II, Group E, F or G. Request Product Specification EXHE1PSS.
- (2) For 50 Hz models request Price List HAEX5PRL.
- (3) Dimensions of explosion proof box not included. See Engineering Data Sheet.
- (4) Request certified drawings before making cutoute. Dimensions subject to change.
- (5) All listed models are CSA certified for use under NEC Class I, Groups C and D and Class II, Groups F and G, Divisions 1 and 2.

 For Class I, Group B and Class II, Group E contact factory.
- (6) Rated at 95°F (35°C) dry bulb temperature, HazardCool models are designed to also operate at higher ambients. At 120°F (49°C) the cooling capacity is reduced approximately 22 percent.
- (7) Kit is available with initial air conditioner order only. Use numbers from Parts List when ordering parts at later date.
- (8) Sea crate weight 195 to 230 lbs. Air crate 90 to 120 lbs.

We reserve the right to modify and improve our products. Prices and specifications are subject to change

3-YEAR LIMITED WARRANTY

HazardCool air conditioners are warranted to be free of defects in materials and workmanship for a period of three (3) years. During the first twelve months following the date of shipment Scientific Systems will repair or replace any defective component at no charge. For the next two years Scientific Systems will repair or replace any non-functional item or items for a total cost not to exceed (50) percent of the list price of an equivalent model air conditioner. Items for repair or replacement must be shipped to factory with freight prepaid and will be returned freight collect. This warranty applies to the original, registered customer only. Items damaged during shipment or as a result of improper handling or use are specifically excluded from this warranty.



Schedule "A"

HazardCool Window or Thru-Wall Air Conditioners 50 Hertz

COOLING⁽¹⁾ ONLY, 50 Hz⁽²⁾, Class I Groups C & D, Class II Group F & G⁽⁵⁾, Divisions 1 and 2

Model	Cooling ^{(8),(7)}	VAC	Fuse	Height ^(3,8)	Width ⁽³⁾	Depth ^(3,8)	Weight ⁽⁴⁾	Price
tanga ara	BTUH	-3%	AMPERES	INCHES	INCHES	INCHES	NETLBS	USS
HC-WACX-50-1234	12,000	220/240	15	24-1/2	25-15/16	27-3/8	255	
HC-WACX-50-1804	18,000	220/240	20	26-3/4	25-15/16	27-3/8	275	£č.
HC-WACX-50-2404	24,000	220/240	25	26-3/4	25-15/16	27-3/8	275	

OPTIONS and ACCESSORIES

-BG BLYGOLD PoluAL spray applied coil coating on condenser and evaporator coils, additional	
-ECB BLYGOLD PoluAL spray applied coil coating, other metal epoxy primed and coated, additional .	
SH Cover Housing, Corrosion Resistant Type 316 stainless steel	
-MBS Mounting Bracket Set, Type 316 SS, for corrosion resistant support of Hazard Cool Air Condition	ers
-EXP Export Crate, heavy duty, for rough handling air or sea shipment specify ⁽⁸⁾	
-SPH Spare Parts Kit ⁽⁷⁾ (thermostat, selector switch, relays (2), fuses, belt, run capacitor)	
-CC SaveColl 31 Dip applied and baked coating on condenser and evaporator colls, additional	
-EC SaveColl 31 Dip applied and baked coil coating, other metal epoxy primed and coated, addition	al
-CuCu Condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu, additional condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional condenser and Evaporator Coil Copper Tubes with Coper Fins for 8,400 btu thru 24,000 btu, additional condenser and Copper Fins for 8,400 btu, additional conden	ional
CuCu Condenser and Evaporator Coil Copper Tubes with Coper Fins for 28,000 btu and 35,000 btu, add	itional

- (1) UL and FM Approved Electric Heaters with NEC Identification Numbers T1 through T3B are available as separate units for Class I, Group B, C or D and Class II, Group E, F or G. Request Product Specification EXHE1PSS.
- (2) For 60 Hz models request Price List HAEX6PRL.
- (3) Dimensions of explosion proof box not included. See Engineering Data Sheet.
- (4) Request certified drawings before making cutouts. Dimensions subject to change.
- (5) All listed models are CSA certified for use under NEC Class I, Groups C and D and Class II, Groups F and G, Divisions 1 and 2.

 For Class I, Group B and Class II, Group E contact factory.
- (6) Rated at 95°F (35°C) dry bulb temperature, HazardCool models are designed to also operate at higher ambients. At 120°F (49°C) the cooling capacity is reduced approximately 22 percent.
- (7) Kit is available with initial air conditioner order only. Use numbers from Parts List when ordering parts at later date.
- (8) Sea crate weight 195 to 230 lbs. Air crate 90 to 120 lbs.

We reserve the right to modify and improve our products. Prices and specifications are subject to change

3-YEAR LIMITED WARRANTY

HazardCool air conditioners are warranted to be free of defects in materials and workmanship for a period of three (3) years. During the first twelve months following the date of shipment Scientific Systems will repair or replace any defective component at no charge. For the next two years Scientific Systems will repair or replace any non-functional item or items for a total cost not to exceed (50) percent of the list price of an equivalent model air conditioner. Items for repair or replacement must be shipped to factory with freight prepaid and will be returned freight collect. This warranty applies to the original, registered customer only. Items damaged during shipment or as a result of improper handling or use are specifically excluded from this warranty.